



SALEM CITY
MUNICIPAL CORPORATION

TAMILNADU

SALEM

SOLID WASTE MANAGEMENT
TENDER DOCUMENT FOR PRIVATISATION

SALEM CITY MUNICIPAL CORPORATION

TENDER DOCUMENT

Under Solid Waste Management Programme, primary collection and transportation of Municipal Solid Waste from houses, buildings and public places with source segregation to the designated place on daily basis with street sweeping, desilting, drain cleaning in public Streets, roads and open spaces in 21 divisions of the Salem Corporation as detailed in the schedule.

Disclaimer

The information contained in this tender document provided to the Bidder(s), by or on behalf of **Salem Corporation** or any of their employees or advisors, is provided to the Bidders(s) on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided.

The purpose of this document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This document does not purport to contain all the information each Bidder may require. This document may not be appropriate for all persons, and it is not possible for Salem Corporation, their employees or advisors to consider the business / investment objectives, financial situation and particular needs of each Bidder who reads or uses this document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this document and where ever necessary obtain independent advice from appropriate sources. Salem Corporation, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document.

Salem Corporation may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document.

This tender document contains 42 pages

Signature of the officer issuing tender form

Office seal



SALEM CORPORATION
TENDER NOTIFICATION

Bid No: F1/05397/2010

Date: 01.04.10

1. **The Commissioner, Salem Corporation** invites bids from the contractors, firms, agencies, NGOs, public limited Companies who fulfill the following pre qualifying conditions under Solid waste management programme, primary collection and transportation of Municipal Solid Waste from houses, buildings and public places with source segregation to the designated place on daily basis with street sweeping, drain cleaning in public streets, roads and open spaces in the 21 divisions of the Salem Corporation as detailed in the schedule.
2. Bidding documents may be purchased from the office of **The Commissioner, Salem Corporation, from 05.04.2010 to 04.05.2010** for a non-refundable fee as indicated, in the form of cash or Demand Draft on any Scheduled bank **payable at SALEM in favour of The Commissioner, Salem Corporation**. Interested bidders may obtain further information at the same address. Bidding documents will be despatched by registered/speed post on payment of an extra amount of **Rs.1000/- The Commissioner, Salem Corporation** will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.
3. The Bid document can also be downloaded from the website www.salemcorporation.gov.in and www.tn.gov.in free of cost. The bidders, who have downloaded the bid documents, shall be solely responsible for checking the web site for any addendum / amendments issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.
4. Bids must be accompanied by security amount specified for the work in the table below, drawn in favour of **The Commissioner, Salem Corporation**. Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 90 days beyond the validity of the bid.
5. Bids must be delivered to **The Commissioner, Salem Corporation** on or before **15.00 hours on 05.05.2010** and will be opened on the same day at **15.15.hours**, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
6. A Pre-bid meeting will be held on **19.04.2010** at **11.00** hrs. at the office of The Commissioner, Salem City Municipal Corporation, Salem to clarify the issues and to answer questions on any matter that may be raised at that stage.
7. Other details can be found in the bidding document.

TABLE

| Sl No. | Name of the work | EMD Rs. | Cost of Document |
|--------|---|---------------|-----------------------------|
| 1 | Under Solid Waster Management Programme, Primary Collection and transportation of Municipal Solid Waste from houses, buildings and public places with source segregation to the designated place on daily basis with street sweeping, drain cleaning in public Streets, Roads and open places in the 21 divisions of the Salem Corporation as detailed in the schedule. | Rs.5,00,000/- | Rs.10,000/ + 1,272/-(Taxes) |

COMMISSIONER,

Tele.No:0427 2212844, Fax No. 0427 220191

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Additional Information

1. The Bids are called to award contract for Primary Collection and transportation of Municipal Solid Waste from houses, buildings and public places with source segregation to the designated place on daily basis with street sweeping, drain cleaning in public Streets, roads and open spaces in 21 divisions of the Salem Corporation (as detailed below) under Solid Waste Management Programme.
2. 21 Divisions details. Division No's: 2, 7, 12, 13, 14, 15, 16, 17, 18, 19, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33 and 45.
3. The duration of the contract will be 3 years from the date of work order issued / Date of commencement of work Salem Corporation may, if necessary consider and may extend the period of contract.
4. The cost of one set of bid document is Rs.10000 + Taxes as applicable. (Rs.100 extra if required by post). The cost is payable in the form of crossed DD drawn in favor of **Commissioner, Salem Corporation** payable at Salem. The Salem Corporation is not responsible for any postal delay.
5. The right to accept or reject any or all bids without assigning any reason vests with the Commissioner, Salem Corporation.
6. The Commissioner may cancel all the process of bids at any time without assigning any reason thereof.

SALEM CORPORATION

TENDER DOCUMENT

Under Solid Waste Management Programme, Primary Collection and transportation of Municipal Solid Waste from houses, buildings and public places with Source Segregation to the designated place on daily basis with street sweeping, drain cleaning in public Streets, roads and open spaces in 21 divisions of the Salem Corporation as detailed in the schedule.

Tender Notification No.: F1/05397/2010

Sealed tenders are hereby invited from the individuals / Registered firms / Agencies registered partnership firms, NGOs, public limited companies who fulfil the following pre-qualifying conditions for Primary Collection and transportation of Municipal Solid Waste from Houses/Buildings with source segregation to the designated place on daily basis with desilting, drain cleaning, street sweeping form public streets, roads and open spaces in 21 divisions of the Salem Corporation (as mentioned) under Solid Waste Management Programme, MSW Rules 2000.

CONDITIONS OF PRE-QUALIFICATION:-

1. Tender Notification format will be issued by this office on payment of Rs.10000/- (Rupees Ten Thousand) + 1272/-Taxes in the form of a crossed demand draft (Non-refundable) drawn in favor of **Commissioner, Salem Corporation** on any scheduled bank, payable at Salem.
2. The duration of the contract will be 3 years from the date of work order.
3. Tender format should be submitted in two envelopes, one is related to Technical Qualification and another is related to Financial Qualification.
4. The right to accept or reject any or all bids without assigning any reason vests with the Commissioner, Salem Corporation.
5. The Commissioner may cancel all the process at any time without assigning any reason thereof.
6. The Bidder can get any information or conditions about the Tender from the health section of this Corporation in all working days.
7. The Tender document can be downloaded from the Salem Corporation's website www.salemcorporation.gov.in and TamilNadu Government's website www.tn.gov.in free of cost.
8. The Bidder should have experience of handling Municipal Solid Waste for at least one year prior to this Bid in any of the Urban Local body.(ULB)
9. The Bidder should have a team of sufficient Number of workers as prescribed in the page no15.
10. The Bidder should have sufficient number of necessary tools and equipments.
11. The Bidder should have sufficient number of necessary vehicles.
12. The Bidder should have recorded an annual turnover of at least Rs.200 (Two hundred lakhs) in a year within the proceeding two years from the date of bid submission.
13. The Total Net worth of the Bidder should be Rs.100 Lakhs (Hundred Lakhs).
14. Bidders must have an experience in collection & Transportation of not less than 50 TPD MSW in single completed / on going work.
15. Corporation may inspect/verify the areas in which the similar works are carried out by bidder.

Salem Corporation

Name of the Work: Under Solid Waste Management Programme, Primary Collection and transportation of Municipal Solid Waste from houses, buildings and public places with source segregation to the designated place on daily basis with street sweeping, drain cleaning in public Streets, roads and open spaces in 21 divisions of the Salem Corporation.

| Bid Documents issued to Sri/Smt. | | |
|---|---|---|
| 1. | Amount paid | |
| 2. | Challan No. & Date | |
| 3. | Date of Issue of Bid Documents | |
| 4. | Whether Bid documents sent through post or issued in person | |
| 5. | Last date and time for submission of Bid Documents | 05.05.2010 - 3.00 P.M. |
| 6. | Place, Date and time of opening of Bid Documents | Office of the Commissioner, Salem Corporation. 05.05.2010 - 3.15 P.M. |

Date: -----

Declaration

(Declaration to be submitted by the bidders while submitting completed tenders)

Name of the Work: Under Solid Waste Management Programme, Primary Collection and transportation of Municipal Solid Waste from houses, buildings and public places with source segregation to the designated place on daily basis with street sweeping, desilting of drains, drain cleaning in public Streets, roads and open spaces in 21 divisions of the Salem Corporation.

I / We have read the Bid document, and the terms, conditions contained therein. I / We have studied the site conditions. I / We agree to abide by the same fully and agree to pay the salary of workers in the presence of the representatives of the Corporation / tender committee, at the rate not below the minimum wages fixed by the Govt. from time to time. The Commissioner of Salem Corporation or any official authorized by him shall have the right to verify the compliance of the conditions of the contract if awarded.

I / We have signed the bid document and the declaration after having understood the implications fully.

Signature of the Bidders(s)

SCOPE OF WORK

Preamble

The City of **Salem** (within Corporation limits) is having an area of about 91.34 square kms. and population of 6, 96,760 (2001 Census). The City is divided into 60 Divisions.

Now the Bids are called in respect of 21 Divisions which are suitably planned to implement Solid Waste Management Programme, MSW Rules 2000, Primary Collection and transportation of Municipal Solid Waste from houses/buildings with source segregation to the designated place on daily basis with Drain cleaning, street sweeping from public streets, roads and open spaces in the 21 Divisions in Salem Corporation.

Salem Corporation is desirous of giving contracts for all works related to Municipal Solid Waste Management in 21 Divisions sweeping of all the streets, roads, footpaths and public places, and cleaning of drains including transportation to the designated places.

The Salem Corporation will provide a Common Area Map for the Project along with this document, indicating the Divisions envisaged to be served under the Project by marking their boundaries

The Salem Corporation will also provide Division-wise details of the area, no. of households, shops and establishments to be served and locations of transfer stations and compost yard where waste collected from the doorstep is required to be deposited.

The Scope of Work for the Bidder for carrying out door-to-door collection, street sweeping, drainage cleaning including transportation of all the solid waste generated in the 21 Divisions of Salem Corporation and depositing the same at designated locations is as set out.

- a. The Bidder should give proposed approximate service area (in sq.km.–see map attached)
- b. Should give Methods of collection to be adopted.
- c. The Bidder should appoint the workers and supervisors as per the documents to carry out the works.
- d. The Bidder should use his own manpower, suitable tools and equipment/vehicles required for primary collection, segregation and transportation.
- e. The Bidder is fully responsible for the operations and maintenance of the equipment and vehicles and bears all recurring costs of operations, maintenance & repairs relating to the Project.
- f. The Bidder is to make awareness programmes of Solid Waste Management practices to the public of the Salem Corporation.
- g. The Bidder should maintain a complaint register for registering the grievances of the waste generators and other stakeholders for each division.
- h. The Bidder should furnish the details regarding the vehicles and equipment required for primary collection of solid waste and transportation including silt and debris.
- i. The Bidder should have his own office in the Corporation limit with phone connection and other facilities required.
- j. The Bidder should make arrangements to work all days including Sundays, Festival days and Government Holidays.
- k. The Bidder should make own arrangement for uniforms, ID cards, Safety equipments first aid and Insurance Coverage.
- l. The Corporation will not take any responsibility towards any lose or damage in respect of life and damages to individual or machinery.
- m. The Bidder should take care of recyclable waste for making / safe disposal.
- n. The Bidder should take responsibility to clean the drains with Cover slab at his own risk.

Detailed specification of works as per MSW Rules 2000.

1. **Primary door-to-door collection:** The work involves primary door-to-door collection of solid waste from the households, shops, commercial establishments and any other buildings.
2. **Sweeping of Streets, Roads, Footpaths, Public places, open spaces and Cleaning of open and closed Drains and natural water courses and silt removal.**
3. **Transportation of all the solid waste collected to the designated places as show by the Salem Corporation.**
 - i. **Sweeping of the streets, Roads, Footpaths, pavements and Public Places:** The work involves sweeping of streets, roads, footpaths, public places and open spaces. Sweeping of all the public streets, roads in the jurisdiction of the Divisions shall be done from one end to another end. The sweeping work shall be done daily either by engaging labour or by deploying appropriate machinery or by combining both. Similarly sweeping shall be done for footpaths and pavements. The Kerbs and Medians shall be scrubbed everyday with specified equipments like brooms, brush.
 - ii. **Cleaning of Open and closed Roadside Drains:** Open and closed roadside drains including storm water drains shall be cleaned thoroughly using necessary equipment and the silt removed. The waste deposited therein must be removed and disposed of as directed by Salem Corporation and there must free flow of drainage, storm water and ensure no stagnation at any point by plastic or any other material.
 - iii. **The street sweepings:** shall be collected in containerized handcrafts/tricycles/machinery vehicle, using metal tray and metal plates for depositing the waste therein, or through small vehicles. Under no circumstances the waste generated shall be stored on the pavements or burnt.
 - iv. **Recyclable waste:** The contractor shall be free to dispose of recyclable waste so collected by him to any recyclers or recycling industry and recyclable waste should not be disposed along with other bio degradable waste.
 - v. **Silt:** The silt removed from the small open and closed drains and storm water drains shall be deposited at the designated place. Under no circumstances the contractor shall dump / deposit such silt on roadside or at vacant plot or open space not designated for the disposal of such waste by the concerned authority of the Salem Corporation.
 - vi. **Vegetation and Weeds:** All the vegetation including leaves & weeds grown on the roads, foot paths, open spaces, belonging to Salem Corporation falling within the jurisdiction of the area allotted under the 21 Divisions shall be cleared.
 - vii. **Cleaning the market areas:** Cleaning of market areas shall be carried out twice a day from inside as well as around the market. Two rounds of cleaning shall be done. 1st round before commencement of the business and 2nd round after completion of the business with out affecting the normal works.
 - Viii. **Cleaning during Night Time:** Some important and special areas like bus stand, markets, main roads etc. should be cleaned during the night time also. The night cleaning operation shall be carried out between 9 PM and 5 AM everyday. The contractor shall make suitable arrangements for sweeping of bus stand, markets, streets, lanes and by-lanes and collecting the waste from that area. He shall use containerized handcart or containerized tricycle.

ix. For carrying out the night and late evening tasks as referred to above, the contractor shall adhere to the following additional conditions.

- Only male workers shall be engaged.
- Lighting facility wherever required shall be made by the Contractor himself.
- The work will be carried out without disturbing the peace to residents in the locality.
- An exclusive supervisor will be deployed to supervise the night operations.
- First Aid kit shall be provided with training to use them in case of injury or scorpion / snake / dog bite etc. and take responsibility to shift the workers to the nearest medical facility for further treatment.

x. **Cleaning of Bus Stand:** The bus stand area should be cleaned periodically all the 24 hours by engaging the workers in shift and the bus stand premises should be neat and clean and free flow of all the drains in and around the bus stand should be ensured.

xi. **Timing:** The contractor shall work from 6.00 AM to 11.00 AM and from 2.30 PM to 5.30 PM and shall ensure that no worker is engaged for more hours of work than permissible under the labour laws in force.

xii. Every worker shall be provided one pushcart/tricycle with four or more containers for street sweeping and door-to-door collection.

Xiii. The contractor shall deploy the workers and supervisors for refresher training as and when conducted by Salem Corporation.

Xiv. The contractor shall have leave reserve workers to carry the work at the time of absence of regular workers.

xv. **Special work:** Any time some special cleaning works and arrangements will be assigned during festivals, Government and public functions, V.I.P's visit etc. with in a short period of notice and there must be a team of workers available stand by to carry out the works.

Xvi. **Uses of Disinfectant, Phenyl, lime powder and Bleaching powder etc:** It is necessary to apply Disinfectant, Phenyl, lime powder and Bleaching powder etc. wherever required.

xvii. **Any New Changes :** Any new residential areas, commercial establishments etc. added in the 21 Divisions including new road, Drains should also be covered as per the above conditions mentioned without any additional claim.

Letter format for Submission of Bids

To:
Commissioner,
Salem Corporation.

Date: _____

Sir/s,

I / we hereby submit the bid for execution of work 21 Divisions along with the specified amount for all the works in lump sum, to the Salem Corporation (herein before and herein after referred as the Corporation).

a. General description of the work : Under Solid Waste Management Programme, Primary Collection and transportation of Municipal Solid Waste from Houses/Buildings to the designated places on daily basis with Drain cleaning, Street Sweeping from public streets, roads and open spaces in 21 Divisions in Salem Corporation.
Earnest Money Deposit (E.M.D.): Amount 5 Lakhs (Rupees Five Lakhs)

b. The validity period: The same of the Bid tender shall be _____ (90 days from the date of opening the Bid). If delay in deciding the Bid is inevitable, the consent of the Bidder agreeing to keep open his offer for a minimum further period should be obtained from him / her in advance. The minimum further period for which the Bidder is required to keep his offer open should invariably be specified before his consent is obtained.

c. Contract Performance Guarantee: Contract performance guarantee at 100 lakhs in the form of Bank Guarantee will be furnished immediately after qualifying for the award of contract.

d. Duration of Contract : _____

Should this Bid be accepted, I / we hereby agree to abide by and fulfill all the terms and conditions of the provisions of the contract and all the terms and conditions contained in the notice inviting bids so far as applicable and in default thereof to forfeit and pay to Corporation, the sum of money, mentioned in the said conditions.

A DD of Rupees Five Lakh is placed in the Technical Bid cover towards EMD. I / we agree that should I / we fail to execute the agreement or to commence the work specified in the above Memorandum an amount equivalent to the amount of earnest money shall be absolutely forfeited to the Corporation or out of any other money due to me / us from any other works in Corporation.

I / we hereby expressly declare and acknowledge that before the submission of this Bid, I / we have carefully followed and read the relevant instructions, and seen the locations where such work has to be carried out and have made myself / ourselves aware of the scope and specifications of the work.

I / We agree that I/We would here after make no claim or demand against the Salem Corporation based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my / our part of the said agreements, stipulation, restrictions and conditions.

I /We fully understand the terms and conditions of the contract to be entered into between me/us and the Salem Corporation and the written contract shall be the base of rights of both the parties.

Date: Month:2010.

Witness

Signature, Address & Occupation:

1.

Signature of the Bidder
Address and Occupation of
the bidder

2.

Definitions of Terms

In formulating the conditions and the specification, the following words shall have the meanings herein assigned to them unless there is something in the subject or context inconsistent with such construction.

1. Corporation means Salem Corporation.
2. The Department means Salem Corporation.
3. The Contractor or Bidder shall mean the Registered Individual contractors / Firms / Group of Individuals / Bidder / Consortium / NGOs / Bidder whose Bid has been accepted by the Salem Corporation and shall include the legal representatives / Legal heirs, and Nominees.
4. The Contract shall mean and include the General Conditions, Specifications, Schedules, Drawings, Form, the Bid, Covering Letter, Schedule of Prices, Packages or the Final Conditions or any special conditions applying to the particular contract specification and drawing and the final agreement to the entered into under the general conditions.
5. The Specification shall mean the qualitative and / or quantitative description of performance standards of the machinery, equipment, works etc.
6. The site shall mean proposed location of the 21 Divisions.
7. The designated places for disposal means transverse stations, Compost yard, Chettichavadi processing unit or any other place shown for the purpose. The distance for the final disposal of Solid Waste will be about 15 kms from the collection points in each Division.
8. 'Open space' means any areas owned by Salem Corporation like parks, play ground parking places etc. and places designated for the above mentioned purposes.
9. Month means calendar month.
10. Written shall include any manuscript or typewritten or printed statement, under or over signature and seal as the case may be.
11. The Inspecting Authority shall mean the Commissioner of Salem Corporation or such other person as in Clause 17 or such other person as may be duly authorized by the Commissioner to act as an Inspecting Authority for the purpose of the contract.
12. Contract Value shall mean that monthly contract amount agreed by the Corporation would be awarded.
13. Approval shall mean the written approval of the Commissioner.
14. Division shall mean geographical jurisdiction of the elected Councillor.
15. Family shall mean Husband wife and minor children.
16. Ownership shall mean, having registered ownership of any article by any member of family in case individuals and by any member nominated by the firm in case of firms.

Note: Words imparting the singular only shall also include the plural and vice-versa wherever the context requires.

INSTRUCTIONS TO BIDDERS

1. This bid document is intended to provide general description of quality envisaged for executing the work. It is not intended to cover all details. The work shall be executed in accordance with the best practices and to the complete satisfaction of the SALEM CORPORATION.
2. The information given in this document is in good faith and meant to serve as a guide to the BIDDER. It is, therefore, imperative for the BIDDER to obtain and examine for himself all the data, information and particulars required for the satisfactory execution of the work under this enquiry. The submission of a BID by BIDDER implies that he has fully read the specifications, conditions of contract etc., and has made himself aware of the scope and the specifications of the work to be performed and local conditional and other features that have a bearing on the cost and time of execution of the work. The Salem Corporation shall not therefore, after acceptance of the BID, pay any extra charge for any reasons whatsoever.
3. In case of any conflict regarding clauses of Sections, the decision of the COMMISSIONER CORPORATION / TENDER COMMITTEE shall be final and binding on the CONTRACTOR.

4. INSPECTION OF SITE BY BIDDER

BIDDER shall inspect the site, examine and obtain all information required and satisfy himself regarding matters and things such as access to site, communication, transport, right of way, the type and number of equipment and facilities required for the satisfactory completion of work, the availability of local workforce, availability and rates of material, local working conditions, uncertainties of weather, obstructions and hindrances that may arise, etc., which may affect the work or cost thereof, before submission of his bid. Ignorance of site conditions shall not be accepted by the corporation as basis for any claim for compensation. The submission of bid by the bidder will mean that such an examination was made and any later claims / disputes in regard to rates quoted shall not be entertained or considered by the Corporation.

The rates quoted by BIDDER shall be based on his own knowledge and judgment of the conditions and hazards involved.

The BIDDER is required to give list of equipments in the prescribed format.

5 WORK EXECUTION AND SUPERVISION

- 5.1 The bidder shall appoint sanitation workers for package of primary door to door collection, street sweeping and drain cleaning as per the details given in the Scope of Work; She/He shall give a set of handcarts/tricycles/broom/metal tray and protective gear (all equipments as specified) to each worker so appointed.
- 5.2 The contractor shall appoint one supervisor, who can read, write and report, having sound health supervise the all the works in the wards comprised in package of contract. For the supervision work, the contractor shall provide a cycle or 2 wheeler and a mobile phone to the each supervisor of the wards. The contractor shall further appoint one qualified Sanitary Inspector diploma holder as Chief Supervisor and provide to a motor cycle and a mobile phone to facilitate effective supervision. All workers/supervisors should be available on duty within their area for 8 working hours.

- A. Contractor shall set up an office in the area at a suitable location for receiving public complaints; the office should have a telephone facility and a well behaved person to attend to the public complaints form 7.00 AM to 6.00 PM.
- B. In the event of occurrence of any accidents at / near the site of work or in connection with execution of the work, a report shall be made immediately to the Inspection Authority giving full details of the accident. She/He shall also report such accidents to all the Competent Authorities wherever such reports are required by them.
- C. The INSPECTION AUTHORITY reserves the right to order re-execution of any work which is not executed correctly in the opinion of the Inspecting Authority, in accordance with the specification.
- D. The Contractor shall follow any instructions issued by the Inspecting Authority in the interest of achieving Work Standards and specifications.
- E. Prices and rates quoted shall be deemed to include everything necessary to satisfactorily complete the work.
- F. Prices and rates quoted shall be firm for the entire duration of the contract and any agreed extensions thereto.
- G. All the Bids shall be valid for acceptance for a period of 90 days from the date of opening of the bids without any change in prices and rates. If any Bidder withdraws his Bid before the said period or makes any modification in the terms and conditions of the Bid, which are not acceptable to the Corporation, then the Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the EMD submitted along with the Bid.
- H. Contractor shall be solely responsible for the security of his personnel machinery and equipment deployed for the work.

6. PAYMENT

- A. The mode of submission of bills and payment shall be as specified elsewhere in this document.
- B. No alteration or mutilation shall be made in the bid documents. Any changes / modification made by the bidder on the bid documents itself shall not be taken into consideration.
- C. In case of conflict regarding interpretation of the intent or meaning of the specification or map, the Inspection Authority shall interpret such intent or meaning, which will be final and binding on the contractor.

7. SUBMISSION OF BIDS

Bid should be submitted in sealed envelopes as directed below. The bidder shall indicate lump sum amount for carrying out all the items specified in the tender document and shall separate financial bid and submit the tender document separately for technical and financial bid in separate sealed cover. The technical bid cover shall include the entire tender document along with EMD and specified documents. Under no circumstances the bidder shall enclose any document other than rates in the financial bid.

8. Information and documents to be furnished along with Technical Bid.

- i. All Parts of this document filled in including Technical Bid.
 - a. EMD: Place Earnest Money Deposit (EMD) in Technical Bid, **5.00 Lakhs** bid for and in the form of crossed DD (Payable at Salem drawn in favour of **Commissioner, Salem Corporation**, at the time of submitting the Bid. The EMD will be refunded after the conclusion of Bid process.
- ii. Division wise details of transport vehicles such as pushcarts, tricycles, lorries, compactors etc.
- iii. Address & Phone No. of the Bidder.
- iv. Division wise details of workmen should be employed (Males / Females) as per the statement detailed below and also to maintain atleast 40% sanitary workers as male.

| Serial No. | Division | Persons required |
|------------|----------|------------------|
| 1 | 2 | 40 |
| 2 | 7 | 35 |
| 3 | 12 | 33 |
| 4 | 13 | 31 |
| 5 | 14 | 40 |
| 6 | 15 | 35 |
| 7 | 16 | 30 |
| 8 | 17 | 47 |
| 9 | 18 | 33 |
| 10 | 19 | 32 |
| 11 | 23 | 32 |
| 12 | 24 | 66 |
| 13 | 25 | 32 |
| 14 | 26 | 26 |
| 15 | 27 | 30 |
| 16 | 29 | 60 |
| 17 | 30 | 30 |
| 18 | 31 | 25 |
| 19 | 32 | 80 |
| 20 | 33 | 60 |
| 21 | 45 | 47 |
| Total | | 840 |

- v. Experience of Handling MSW :
- vi. Tools and Equipments
- vii. Annual Turnover
- viii. Bank Guarantee
- ix. Plan of Action

Others including overheads etc.,

(This section includes Helpers and Drivers, cost of Garbage compactors, Auto tippers, office expenses, operational costs, cost of bank guarantee, interest cost for equipment, repayment of banking finance etc)

- x. Bidders must have handled a minimum of 50 TPD MSW in single completed work.
9. The financial bid of the bidders who satisfy the following condition and enclose documents in proof shall only be evaluated. (see pages 29 to 31)
 - a. The tenderer shall submit Bank Solvency for not less than 100 lakhs.
 - b. The bidder shall prepare two sets of documents. One will be **marked 'Original'** and the other as **'Copy'**, both (but separately) of **TECHNICAL BID** and **FINANCIAL BID**.
10. The bidder shall put the Original **TECHNICAL BID**, tenderer's information and EMD deposit in **envelope marked TECHNICAL BID**.
- 10.1 The bidder shall put the Original FINANCIAL BID in another **envelope marked FINANCIAL BID**. These two envelopes should then be sealed individually and **put in a single outer envelope which should also be sealed and clearly marked as 'Original'**.
- 10.2 Similarly, the copy of **TECHNICAL BID** together with Tenderer's Information and a Copy of **Financial Bid** shall be sealed in two separate envelopes duly marked as **TECHNICAL BID** and **FINANCIAL BID**. **These two envelopes shall then be sealed in a single outer envelope marked as 'Copy'**.
- 10.3 The separate envelopes marked as 'ORIGINAL' and 'COPY' shall then be sealed in a single outer envelope and subscribed with the information set out in Clause 10.2
- 10.4 In the event of any discrepancy between the original and the copy, the original shall prevail.
- 10.5 The tender papers, both the original and the copy, shall be typed or written in indelible ink. Each page shall be initialed by an authorized signatory of the Bidder or an Individual, as applicable. All alterations, omissions, additions, or any other amendments made to the tender shall also be initialed by the person(s) signing the Tender.

Bid shall be accompanied by a covering letter in which Bidder may furnish any information, which he wishes to be considered along with the technical bid.

All accompaniments to the Bid shall be in duplicate.

TERMS & CONDITIONS OF CONTRACT

Contract Performance Guarantee

Clause – 1(a)

The person / persons whose Bid may be accepted (hereinafter called the Contractor which expression shall unless the context otherwise requires, includes his heirs, executor and administrators) shall be required to produce a Contract Performance guarantee equivalent 1 crore in the form of irrevocable bank guarantee from a Schedule Bank / Nationalized Bank in the approved format. The bank guarantee shall be valid for the duration of contract, or any further extended period. The EMD submitted by the successful bidder shall be refunded after receipt of Bank guarantee towards contract performance guarantee.

Clause - 1(b)

The contract performance guarantee submitted / paid by a contractor shall be refunded to him after one month, from the date of completion of contract period.

Clause 2

Adjustment of excess / overpayments

Excess / overpayments as soon as they are discovered should be adjusted in the next running account bill of the contractor and in case the final bill has already been paid, the excess / over payment made shall be recovered form the Performance Guarantee of the Contractor together with interest at 6% or such other percentage at Corporation may decide from time to time, from the date of such excess or over payment of the date of recovery.

Clause 3

Works not to be sublet

The contractor shall not entrust, assign or sublet the contract or work to any other contractor / person / agency. However, any specific portion of the work which is of a specialized nature and normally not executable by a general contractor could be got done by the specialized agencies which are executing such works after obtaining the specific approval of the Inspecting Authority in writing in each case. Such consent to sublet the work, if given, shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor or his agents, servants or workmen.

Clause 4

Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

- (a) The bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners:
- (b) One of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners:
- (c) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in-charge;

- (d) All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under (c) above, as well as in the bid and in the Agreement (in case of a successful bid):
- (e) The joint venture agreement should indicate precisely the role of all members of JV in respect of planning, design, construction equipments, key personnel, work execution, and financing of the project. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer:
- (f) The Joint venture agreement should be registered in SALEM so as to be legally valid and binding on partners; and

A copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid. Alternatively, a Letter of Intent to execute a joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.

Clause 5

Approval of inspecting authority necessary for changing the constitution of a firm or before entering into partnership agreement-consequences of not obtaining prior approval

Where the Contractor is partnership firm, the previous approval in writing of the Inspecting Authority or other competent authority shall be obtained before any change is made in the Constitution of the Firm. Where the contractor is an individual or a Hindu Undivided Family Business / concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreements where under the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of clause-3 hereof and the same action may be taken and the same consequences shall ensure as provided in the said clause-3.

Clause 6

To execute and complete work pending settlement of dispute

Irrespective of a reference to the law courts, as the case may be, the contractor shall proceed to execute and complete the works with all due diligence pending settlement of the said dispute or differences.

Clause 7

Contractor to pay expenses of providing medical aid to workmen

The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of any accident. If such expenses are incurred by the Corporation, the same shall be recoverable from the Contractor forthwith and be deducted without prejudice to any other remedy of Corporation, from any amount due or that may become due to the contractor.

Clause 8

Contractor to pay compensation under Workmen's Compensation Act.

The contractor shall be responsible for and shall pay any compensation to the workmen payable under the Workmen's Compensation Act 1923 (VIII of 1923 hereinafter called the said Act) for injuries caused to the workmen. If such compensation is paid by Corporation under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by Corporation from the contractor under sub section (2) of the said section. Such compensation shall be recovered from the running bills from the performance Guarantee.

Clause 9

Contractor to provide Personal Safety equipment, First-Aid Apparatus, Treatment etc.,

The contractor shall provide all necessary personal safety equipment, uniforms/apron; gloves, Shoes/Gum-Boots, Masks etc., and first aid apparatus for the use of the persons employed on the site, and shall maintain the same in good condition suitable for immediate use, at any time and shall comply with the following regulations in connection therewith:

- A. The worker shall be required to use the equipment etc. so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment etc. by those concerned.
- B. Adequate provision shall be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work.

Clause 10

- A) Contractor shall employ persons who are in the age group of 18 to 55 years who are healthy and physically fit to carry out the task. The contractor shall not appoint any CHILD LABOUR.
- B) The contractor shall provide pure or potable drinking water facilities to the worker.
- C) The contractor shall be liable to pay to the workers employed by him such minimum of wages as may be fixed by the Labour Department of the State Government.
- D) The Supervisor and Chief Supervisor shall attend weekly / Monthly review meeting called by officer of Salem Corporation.

Clause 11

Set off against any claim Corporation

Any sum of money due and payable to the Contractor (including the performance guarantee returnable to him) under this contract may be appropriated by the corporation and set off against any claim of Corporation in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Corporation.

Clause 12

The contractor shall obtain signature of at least two representatives of registered resident organizations or trade associations for satisfactory performance and enclose the same with the bill. Bills not accompanied with such signatures shall not be paid by the Corporation.

Clause 13

Dues to be recovered as if they were arrears of land revenue

All moneys due from contractor under this contract may be recovered by Corporation / Government without prejudice to the other remedies, as if they were arrears of Land Revenue.

Clause 14

Contractor to comply with the provisions of Apprentice Act

The Contractor shall comply with the provisions of the Apprentice Act 1961 and Rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of contract and the Inspecting Authority or other Competent Authority may at their discretion cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

Clause 15

Method of payment Bills

Payment of Contractor shall be made by the cheques drawn on any bank with which the Corporation has an account.

Clause 16

Force majeure

If at any time during the continuance of the performance in whole or in part by either party of any obligation under this contract, shall be prevented or delayed by reasons of any war, hostility acts of public enemy, civil commotion sabotage, fires, floods, explosions, epidemic, quarantine restrictions or other acts of God, Strike and lockouts (herein after referred to as eventualities) then, provided notice of the happening of any such eventually given by either party to the other within 15 (FIFTEEN) days from the date of occurrence thereof, neither party shall, by reason of such eventualities be entitled to terminate this contract not shall either party have any claim for damages against the others in respect of such non-performance or delay in performance, and construction work under this contract shall be resumed as soon as practicable after such eventualities has come to an end or cease to exist. Any damages caused to the construction work on account of the above maintained eventualities shall be to the Corporation's account. Should one or both parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least 6 (SIX) months, both the parties should consult each other regarding the further implementation of the contract, provided always that, if no mutually agreed arrangement is arrived at within a period of one month from the expiry of the six months referred to above, the contract shall be deemed to have expired at the end of the said six months referred to above. The above mentioned expiry of contract will imply that both the parties have the obligation to reach an agreement regarding the winding up and financial settlement of the contract.

Clause 17

The Contractor shall furnish the license obtained under the Contract Labour (Regulation & Abolition) ACT-1970 before the agreement is signed failing which agreement will not be entered into & work order will not be issued.

Clause 18

18.1 Penalty for unsatisfactory Work

In respect of Contractor failing to engage prescribed number of workers / equipments etc., the deductions, from payments of monthly amounts, will be imposed as detailed below.

a. **Absence of workers**

If the number of worker attending to the work on any given day is less than the prescribed number of workers for the specified area, then an amount equivalent to one and half times the wages of the day in respect of all absentee workers shall be deducted from the monthly bill of the contractor.

b. **Other Equipment / Pushcarts / Tricycles with bell**

If the number of equipments/pushcarts/tricycles with bell attending to the work on any given day is less than the prescribed number of equipments/pushcarts/tricycles with bell for the specific health ward, then an amount equivalent to one and half times the daily amount in respect of all shortfall in equipments / pushcarts / tricycles with bell shall be deducted from the monthly bill of the contractor.

c. Notwithstanding the deductions made as per the above provisions, the Corporation will have the right the execute the work not done by contractor with the help of any other agency at the cost & risk of the contractor and expenditure so incurred will be recovered from the monthly amount due to him.

d. On any particular day when the Salem Corporation Officer on checking if it is find that the work carried out on that particular day is unsatisfactory with regard to overall performance with regard to street sweeping, Drain cleaning, removal of plants & weeds, the following Officials / Officers are entitled to impose spot fines as under.

- i. Sanitary Inspector & equivalent Official: - Rs.250/- Per day for each Division.
- ii. Health Officer/Engineers/Assistant Commissioners of Zonal Officers Rs.500/- Per day for each Division.
- iii. Commissioner Rs.1000/- Per day for each Division.

All such spot fines so levied will be deducted from the monthly bill of the contractor.

18.2 In addition to the above deductions, penalties will be imposed based on monthly reports as under:

- i. For the first unsatisfactory monthly report received in respect of one or more Divisions in the given package, 1% of the monthly bill of the package will be levied as penalty.
- ii. For the second unsatisfactory monthly report received in respect of one or more Divisions in the given package, 2% of the monthly bill of the package will be levied as penalty.
- iii. For the third unsatisfactory monthly report received in respect of one or more Divisions in the given package, 3% of the monthly bill of the package will be levied as penalty.
- iv. For the fourth unsatisfactory monthly report received in respect of one or more Divisions in the given package, 5% of the monthly bill of the package will be levied as penalty.
- v. If the work is not improved even after imposing such penalty, process will be initiated to cancel the contract and the contractor will be blacklisted, and performance guarantee will be forfeited. Such contractor will be disqualified to participate in the future tenders.

**Clause 19
Monitoring of works**

1. The contractor's worker shall obtain on a daily basis, signatures from at least two local residents on every road for having carried out cleaning/sweeping the road. The contractor shall furnish proof of having obtained such signatures from the local residents / shopkeepers, while submitting his monthly bill. No bill will be paid unless accompanied by such proof of having done the work.
2. Monthly meeting shall be organized in respect of each Division with Salem Corporation officials, representatives of registered resident welfare associations, NGOs working in the area to review the sanitation status in each package area. These meetings shall be attended by the contractor or his representative along with his health Division level supervisor and package level supervisor.
3. Salem Corporation will separately notify the composition of the above committees to conduct monthly meetings.
4. In addition monthly / quarterly assessment of contract performance will be carried out by independent agencies appointed by Salem Corporation Criteria and guidelines for the evaluation methodology shall be issued by Salem Corporation Penalties mentioned in Clause 20.2 of Part-9 of this document, will be levied based on such monthly assessments reports.

Clause 20

1. The term of the contract will be for a period of 3 years from the date of issue of the work order / Date of Commencement work whichever is earlier. The Commissioner may at his discretion extend the duration of the contract depends on the performance.
2. Further, the amount bid by the successful bidder shall not change during the first three years of the contract period. If the contract period is extended, as mentioned in clause 19(1) above, then escalation on the bid amount will be allowed. Such escalation will be calculated based on the increase in the Wholesale Price Index (WPI), over a period of 12 months with WPI at the end of the first year of the contract period as the base.

Clause 21

Notwithstanding anything contained in the earlier clauses, the Commissioner shall have the right to cancel the contract at any stage during the term of the contract, for violation by the contractor, of any of the contractual conditions contained in this bid document.

GENERAL CONDITIONS OF CONTRACT FOR A SUCCESSFUL BIDDER AS APPLICABLE

1. Period of contract:

The period of contract shall be 3 years or up to the cancellation/termination of the contract whichever is earlier from the date of work order. The Commissioner may, at his discretion extend the duration of contract.

2. Performance Guarantee:

The successful Bidder shall furnish a performance guarantee one crore either in the form of DD payable to Commissioner Salem Corporation or in the form of Bank Guarantee obtained from a scheduled bank. The performance guarantee will be forfeited in case the contractor fails to fulfill the work awarded as per specifications.

3. The successful Bidder shall execute the said works as per the document, manpower and machinery appropriate to serve as per local conditions. Child labour is prohibited. The contractor shall strictly adhere to the provision of labour laws.
4. The successful Bidder shall provide the required tools plants and other equipments to the workers to carryout the work efficiently.
5. In the case of any damage to the structures/properties either of Salem Corporation or public, due to the actions of the contractor / his employees / his representatives it is the responsibility of the contractor to compensate for the damages. The contractor is liable to pay the amount assessed by the Corporation. In case the contractor fails to pay such amount, the Salem Corporation will recover the same from any money due and payable to him. Payment of any amounts fixed by any court as compensation or otherwise shall be the responsibility of the contractor alone.
6. In case the successful Bidder/Contractor fails to competently turn out the work agreed upon, the Commissioner will execute the said work with the help of any other agency at the cost and risk of the contractor and expenditure incurred thereon will be recovered from the amounts due to him.
7. In case of injury, disability or death of the workers or supervisory staff engaged by the contractor, the sole responsibility to provide medical aid and compensation to the workers will be that of the contractor. Any and all expenses as mentioned above shall be the responsibility of the contractor.
8. The Contractor shall provide first aid facility at site for the use of labour and supervisory staff that may be injured during work.
9. The contractor shall provide Jackets / Aprons and Caps of design and colour specified by the Corporation and identity cards for the workers and supervisory staff engaged in the work. The workers shall also be provided protective materials like hand gloves & mask and also Gum-boots.
10. The successful bidder shall execute an agreement with the Commissioner Corporation his delegated authority on Rupees Hundred-worth non-judicial stamp paper within 7 days of issue of LOA / Work order. The Agreement format is enclosed.

11. The EMD of the unsuccessful Bidder will be refunded within 30 days after award of work to the successful bidder.
12. Any breach of the terms and conditions mentioned herein by the successful Bidder at any time or during the contract period will result in forfeiture of his performance guarantee, in addition to him being blacklisted.
13. Each Division in a package shall be supervised daily by the contractor or appointed supervisor. Further, he shall be available on cell phone/landline for 24 hrs. of the day. The supervisor shall be available from 6:00 Am to 6:00 PM in the respective Office / Division.
14. **Suit for Proceedings :**
Any suit or proceedings arising out of this contract shall be instituted in the law courts of Salem City Jurisdiction.
15. **Arbitration:**
Bid with a stipulation for settlement of a dispute by reference to arbitration will be entertained and will be decided by the Commissioner / Tender committee.
16. The contractor's worker shall obtain on a daily basis, signatures from at least five local residents on every road for having carried out cleaning / sweeping the road. The contractor shall furnish proof of having obtained such signatures from the local residents / shopkeepers, while submitting his monthly bill. No bill will be paid unless accompanied by such proof of having done the work.
17. The successful bidder shall make arrangements to provide a building to store the materials and to provide toilet, office, and dress facilities to the workers. This shall be intimated in writing to Commissioner.
18. The contractor is required to collect the waste directly from all the roads of the areas by using pushcarts/tricycles/auto vehicles with bell etc. with specified number of containers or containerized Auto-rickshaw and the waste so collected has to be directly put to the tipper. Every worker shall be provided with pushcart/tricycles etc.
19. Group cleaning / Gang work shall be done all days except Sunday by the workers in their respective Divisions. The contractor shall identify the Mustering Places to take Attendance of workers everyday and an attendance book shall be maintained for this purpose duly signed by the supervisor and shall produce the same for verification by the inspecting authority.
20. The contractor shall deploy two workers in each Division to attend any urgent and left over work in the Divisions.

Format of the bank guarantee for performance guarantee

(To be executed on Rs.100/- Non-judicial stamp paper)

In consideration of Salem Corporation having agree to exempt _____ hereafter called "the said contractor(s)" from the demand, under the terms and conditions of an agreement dated ___/___/___ made between M/s. _____ and Salem Corporation, _____ for (hereinafter called the said "agreement"), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, (for sweeping, cleaning, desilting and collection of debris on production of a bank guarantee for Rs. _____ (Rs.in words _____) we _____ constituted under banking companies (acquisition and transfer of undertakings) act 1980 represented by (hereinafter referred to as "the bank" which term includes its successors and assigns) do hereby undertake to pay the Salem Corporation an amount not exceeding Rs. _____ (Rs. _____) for not fulfilling the contractor's obligations relating to the sweepings, cleaning, collection of debris against any loss or damage caused to or suffered by Salem Corporation by reason of any breach by the said contractor's lapse on the part of the firm to conform to the terms and conditions of contract contained in the said agreement.

The bank hereby undertakes to pay the amount due and payable under this guarantee without any demur merely on a demand from the Salem Corporation stating that the amount claimed is due by _____ by reason of any breach by the said contractor any of the terms or conditions contained in the said agreement or by reason of the contractor's failure to perform the said agreement any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee.

However, total liability of bank under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rs. _____ only).

The bank further agrees that the guarantee herein contain shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till Salem Corporation certifies that the terms and conditions of the said contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this agreement is made on the bank in writing on or before _____ bank shall be discharged from all liability under this guarantee thereafter.

The bank further agrees with the Salem Corporation that the Salem Corporation, shall have the fullest liberty without consent of bank and without affecting in any manner obligations of bank hereunder to vary any of the terms and conditions of the said agreement of extend time or to postpone for any time or from time to time any of the powers exercisable by the Salem Corporation against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of Salem Corporation or any indulgence by the Salem Corporation to the said contractor(s) or by any such matter or thing whatsoever.

Which under the law relating to sureties would but for this provision have effect of so relieving the bank.

The bank finally undertakes not to revoke this guarantee during its currency except with the previous consent of the Commissioner Salem Corporation in writing.

Date: _____ day of _____ 2010 _____
For _____ on behalf of Bank _____.

PROFORMA FOR AGREEMENT

The agreement entered into this day of _____ the _____ between/M/s. _____ (hereinafter referred to as the “Contractor” which terms shall include their legal heirs and legal representatives) and Salem Corporation a (hereinafter referred to as the Corporation ; which terms shall include its successors and assigns).

1. Whereas the offer vide Lr. No. _____ Dated _____ of the Contractor submitted under the tender to the Commissioner Salem Corporation, _____ for primary collection, Sweeping and collection of garbage & debris and transportation is accepted by the Commissioner, on behalf of Salem Corporation subject to the terms and conditions detailed in the said Commissioner, Salem Corporation, Letter of Intent _____ dt: _____ (Hereinafter referred to as order).

Now this indenture witnessed and it is hereby agreed and declared as follows, that is to say, in consideration of the payments to be made to the contractor, the contractor hereby covenants with the Corporation Commissioner, that the Contractor shall and will duly perform the contract in respect of the work and services in respect of 21 Divisions specified and shall do and perform all other works and thing in the agreement subject to the terms and conditions and stipulations mentioned in the agreement and deemed to be part of the agreement. The term of contract will be for a period of the three years from the date of issue of the work order.

And the contractor herewith bound himself to carryout the terms of contract for a period of three years from the date of work-order & till the period mentioned therein.

The witness whereof the parties to this agreement have signed this indenture in the presence of the following witness.

CONTRACTOR’S SIGNATURE
(WITH SEAL)

For SALEM CORPORATION

Witnesses:

- 1.

- 2.

Salem Corporation

TECHNICAL BID

Name of the work: Under Solid Waste Management Programme, Primary Collection and transportation of Municipal Solid Waste from Houses/Buildings with Source Segregation on daily basis with Drain cleaning, Street Sweeping from public streets, roads and open spaces in 21 Divisions in Salem Corporation.

Extent of Area : 21 Divisions _____

Name of the Bidder : _____

Address : _____

| Details of items | No. | Whether Documents Enclosed or Not. |
|---|------------|------------------------------------|
| Experience of handling municipal solid waste for at least one year prior to this Bid. | | |
| Have a team of sufficient workers and supervisors for Primary collection, street sweeping and drain cleaning. | | |
| Annual turnover of at least Rs.2 (two) Crore in a year within preceding three years from the date of Bid submission. | | |
| EMD Amount / DD No. / Date / Name of the Bank. | | |
| Bank Solvency Amount & Name of the Bank & Date. | | |
| No. of workers to be employed (Proposed) a. Female/male | 840 | |
| Chief Supervisors | | |
| No. of supervisors (proposal) | | |
| Containerized pushcarts/tricycles with bell (proposal) | | |
| Garbage collection containerized Auto-rickshaw (proposal) | | |
| Tools and Equipments | | |
| Plan of Action | | |
| Others - Helpers and Drivers, cost of Garbage compactors, Auto tippers, office expenses, operational costs, cost of bank guarantee, interest cost of equipment, repayment of banking finance etc. | | |

Schedule of Equipments & Materials

| Details | Nos. | Specification / Description |
|--|-------------|------------------------------------|
| Pushcarts with bell with Four/six Containers | | |
| Tricycles with bell with six/eight Containers | | |
| Long – Handle Brooms | | |
| Metal Tray with Scrapper | | |
| Drainage Scrappers | | |
| Iron Forks | | |
| Gum-boots | | |
| Hand Gloves | | |
| Uniforms/Aprons | | |
| Head caps / Scarf's | | |
| Garbage transportations vehicles like, Dumber Placer, Lorries, Auto Tipper, Compactor etc. | | |
| Any other | | |

Signature of the Bidder with seal

Financial Offer for the Project
ORIGINAL

Date :

The Commissioner,
Salem Corporation.

Sub : Primary collection and transportation of Municipal Solid Waste

Ref : Your Notification No.:_____ Dated _____

Sir/Madam,

Having gone through this Tender document and having fully understood the Scope of Work for the Project as set out by Salem Corporation in the Tender document, I / we are pleased to inform that I / we would charges as per following table :

| Description of the work to be undertaken* | Lump sum fee per month (Rs. In figures and words) | |
|--|--|--------------------------|
| | <i>Rupees (in figures)</i> | <i>Rupees (in words)</i> |
| I st Year | | |
| II nd Year | | |
| III rd Year | | |

*as envisaged under the Scope of Work indicated in this Tender document.

I / we have reviewed all the terms and conditions of the document including the Draft Agreement and would undertake to abide by all the terms and conditions contained therein. I / we hereby declare that there are, and shall be, no deviations from the stated terms in the Tender Document.

Yours faithfully,

For and on behalf on (Name of Bidder)

Duly signed by the Authorized Signatory of the Bidder

(Name, Designation and Address of the Authorized Signatory)

Signature of the Issuing Authority

Financial Offer for the Project

COPY

Date:

The Commissioner, Salem Corporation.

Sub : Primary collection and transportation of Municipal Solid Waste

Ref : Your Notification No.: _____ Dated _____

Sir/Madam,

Having gone through this Tender document and having fully understood the Scope of Work for the Project as set out by Salem Corporation in the Tender document, I / we are pleased to inform that I / we would charges as per following table :

| Description of the work to be undertaken* | Lump sum fee per month (Rs. In figures and words) | |
|--|--|--|
| I st Year | Rupees (<i>insert amount in figures</i>) | Rupees (<i>insert amount in figures</i>) |
| II nd Year | | |
| III rd Year | | |

*as envisaged under the Scope of Work indicated in this Tender document.

I / we have reviewed all the terms and conditions of the document including the Draft Agreement and would undertake to abide by all the terms and conditions contained therein. I / we hereby declare that there are, and shall be, no deviations from the stated terms in the Tender Document.

Yours faithfully,

For and on behalf on (Name of Bidder)

Duly signed by the Authorized Signatory of the Bidder

(Name, Designation and Address of the Authorized Signatory)

Signature of the Issuing Authority

Financial Bid

Name of the Work: Under Solid Waste Management Programme, Primary Collection and transportation of Municipal Solid Waste from Houses/Buildings with Source Segregation on daily basis with Drain cleaning, Street Sweeping from public streets, roads and open spaces in 21 Divisions in Salem Corporation.

The Bidder : _____

Name Address : _____

| S. No | Details | Nos. Proposed | Amount in Rupees |
|-------|---|---------------|------------------|
| 1. | Sanitary Workers | 840 | |
| 2. | No. of Containerized Pushcarts with bell (One for each worker) | | |
| 3. | No. of containerized tricycle/auto-rickshaws | | |
| 4. | Brooms, Metal trays, Drainage scrappers, iron forks; | | |
| 5. | Telephones, mobiles etc., | | |
| 6. | Uniforms/Aprons, Gum boots, hand gloves, Caps, | | |
| 7. | Supervisors | | |
| 8. | Chief Supervisors | | |
| 9. | Others including overheads Helpers and Drivers, cost of Garbage compactors, Auto tippers, office expenses, operational costs, cost of bank guarantee, interest cost of equipment, repayment of banking finance etc. | | |
| | Total | | |

Note: It is mandatory to quote item-wise amounts per month as sought for above (except in respect of item No.4 above which is optional). Bids, which do not quote in respect of each of the items, shall be treated as non-responsive and hence shall not be accepted.

**Signature of the Contractor
With seal**

GENERAL CONDITIONS & GUIDELINES TO THE BIDDER/CONTRACTOR

- (1) Authorized copies of the specifications and any relevant documents required in connection with the work will be opened for inspection to contractors at concerned officers during office hours.
- (2) In the event of the Bid being submitted by a firm/consortium, the same shall be signed by all the partners/members of consortium or their authorized signatory.
- (3) Receipts, for payments made on account of work when executed by firm/consortia shall be signed by all the partners/members or by person authorized on behalf of the firm/consortia. Bids submitted by a **joint venture** of two or more firms as partners shall comply with the following requirements (refer clause 4).
 - (a) The bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners:
 - (b) One of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners:
 - (c) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in-charge;
 - (d) All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under (c) above, as well as in the bid and in the Agreement (in case of a successful bid):
 - (e) The joint venture agreement should indicate precisely the role of all members of JV in respect of planning, design, construction equipments, key personnel, work execution, and financing of the project. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer:
 - (f) The Joint venture agreement should be registered in SALEM so as to be legally valid and binding on partners; and
 - (g) A copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid. Alternatively, a Letter of Intent to execute a joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.
- (4) The successful Bidder shall furnish, within prescribed period specified in the work order, a registration certificate of Labour Department of State Government of which should be valid till the completion of the contract period. The registration certificate shall be submitted before the agreement and work-order will not be issued if the registration certificate is not given. The contract is liable to be cancelled if the validity of the registration certificate expires at any stage during the period of contract.
- (5) The rates bid for, and accepted, hold good until the fulfillment of the contract.
- (6) The contractors shall be given, on payment of prescribed charges, two certified copies of contract documents signed and dated by the Inspecting Authority. She/He shall keep one set out of these copies at site in good order. The same should at all reasonable times be available for the inspection and use by the Inspecting Authority/his representative or any inspection officer. A similar copy should be available at the site office also.
- (7) The Bid of any contractor who does not accept the conditions contained in the Bid documents unless otherwise permitted by Corporation is liable to be rejected.

- (8) Each bidder should give clearly in his Bid, his place of residence and postal address. The delivery at the above named place or posting in the post box regularly maintained by the post office or sending by letter registered for acknowledgement or other communication shall be deemed sufficient proof thereof.
- (9) The successful bidder shall attend the specified office of the Salem Corporation, on or before the date fixed by written intimation to him for executing agreement etc. Failure on the part of the successful bidder to execute the contract agreement, specified herein above would entail forfeiture of EMD. The bidder is not permitted to withdraw his Bid or make any modifications in the terms and conditions of the Bid before expiry of the Bid validity period of 90 days.
- (10) Income Tax of the gross amount of the bill or at the rates prescribed from time to time will be recovered from each bill. All statutory levies / taxes will be deducted from the Bills payable to the bidder.
- (11) The bidder has to sign on the Declaration with a recent passport size photo and shall be duly affixed.

(On the Letter-head of the Bidders)

Date:

To : The Commissioner, Salem Corporation.

Sub: Under Solid Waste Management Programme, Primary Collection and transportation of Municipal Solid Waste from Houses/Buildings with Source Segregation on daily basis with Drain cleaning, Street Sweeping from public streets, roads and open spaces in 21 Divisions in Salem Corporation.

Ref : Your Tender Notice No. : _____ dated _____

Sir/Madam,

In response to your tender notice referred above, we have obtained the tender document and carefully studied the scope of work and requirements for the submission of the proposal.

Being duly authorized to represent and act on behalf of _____ (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of (Name of Bidder) for the Project in **one (1) original and one (1) copy**, with the details as per the requirements of the tender document, for your evaluation.

We confirm that our Proposal is valid for a period of three calendar months from *(insert Proposal Due Date)*.

Yours faithfully,

For and on behalf of (Name of Bidder)

Duly signed by the Authorized Signatory of the Bidder

(Name, Title and Address of the Authorized Signatory)

Covering Letter
(In case of an Individual)

Date:

To : The Commissioner, Salem Corporation

Sub : **Primary collection and transportation of Municipal Solid Waste**

Ref : Your Tender Notice No: _____ dated _____

Sir/Madam,

In response to your tender notice referred above, I have obtained the tender document and carefully studied the scope of work and requirements for the submission of the proposal.

I, hereby, having reviewed and fully understood all of the Proposal requirements and information provided and collected, submit the Proposal for the Project in **one (1) original and one (1) copy**, with the details as per the requirements of the tender document, for your evaluation.

I confirm that my Proposal is valid for a period of three calendar months from (insert Proposal Due Date).

Yours faithfully,

(Name of Bidder)

(Name, Title and Address)

Details of Bidder
(On the Letter Head of the Bidder)

1.
 - (a) Name of Bidder
 - (b) Address of the office(s)
 - (c) Date of incorporation and/or commencement of business

2. Brief description of the Bidder's main lines of business

3. Details of individual(s) who will serve as the point of contact / communication for Salem Corporation with the Bidder :
 - (a) Name :
 - (b) Designation :
 - (c) Company/Firm :
 - (d) Address :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :

4. Name, Designation, Address and Phone Numbers of Authorized Signatory of the Bidder
 - (a) Name :
 - (b) Designation :
 - (c) Company/Firm :
 - (d) Address :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :

Details of Bidder
(In case of an Individual)

1.
 - (a) Name of Bidder
 - (b) Address of the office
 - (c) Date of commencement of business

2. Brief description of the Bidder's main lines of business.

3. Details of individual who will serve as the point of contact/ communication for Salem Corporation with the Bidder :
 - (a) Name :
 - (b) Designation :
 - (c) Company/Firm :
 - (d) Address :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :

Format for Anti-Collusion Certificate

Anti-Collusion Certificate

I / We hereby certify and confirm that in the preparation and submission of our Proposal, I / we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive or having conflict of interest with the Salem Corporation.

Dated this _____ Day of _____

(Name of the Bidder)

(Signature of the Bidder / Authorized Person)

(Name of the Authorized Person)

Proof of Eligibility:

A. Details of Experience

The Bidder should furnish the details of eligible experience with documentary support as set out below:

Instructions:

The Bidder should provide the details mentioned above based on its own technical capability. Technical capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for assessment of the qualification parameters of the Bidder.

| Sl. No. | Eligible experience | Supporting document |
|----------------|--|--|
| 1. | Door-to-door collection of municipal solid waste from the waste generators | <ul style="list-style-type: none">• Certificate of experience detailing the scope of work and years of operation from the ULB officials, where solid waste management services are being provided by the Bidder, or,• A certified copy of the Agreement between the Client and the Bidder for provision of municipal solid waste management services by the Bidder. |
| 2. | Regular cleaning/sweeping of streets | <ul style="list-style-type: none">• Certificate of experience detailing the scope of work and years of operation from the ULB officials, where solid waste management services are being provided by the Bidder, or,• A certified copy of the Agreement between the Client and the Bidder for provision of municipal solid waste management services by the Bidder. |
| 3. | Ownership / term lease of equipment | <ul style="list-style-type: none">• Notarized copies of Ownership details or the lease agreements. |

MODE OF PAYMENT FOR EXECUTION OF WORKS AND PENALTIES

1. The Contractors shall submit the monthly bill by 5th of every month succeeding the month of the work to the officer authorized by the Corporation.
2. Commissioner, Salem Corporation is authorized to sanction the payment.
3. Declaration: The contractor shall submit declarations along with the bill for having fulfilled the conditions of contract, for having followed the labour rules strictly.
4. **Taxes:**
All Statutory taxes will be deducted from the bills.
5. The monthly payments will be made based on the monthly assessment reports of the Officers authorized by Salem Corporation and after receiving the salary payment details of the previous month.
6. Payments will be made after taking into account the deductions / fine / penalties imposed based on monthly evaluation reports.
7. The Commissioner, Salem Corporation or the officer authorized by him/her can review the work, appointment of workers, equipment, vehicles and machinery and on the basis of evaluation report can take action to impose penalty and terminate the contract in case of unsatisfactory performance.

SALEM CORPORATION

Details of workers attendance, Vehicle used / Garbage removal and other particulars
for month of _____

| Date | Total number of workers | | | No. of Pusheart | No. of Tricycle | Auto | | Tractor/Lorry | | Removal of Garbage in Ton. | Vehicle used for removal of silt | | Special work if any | Signature | |
|------|-------------------------|--------|-------|-----------------|-----------------|-------------|-------|---------------|-------|----------------------------|----------------------------------|-------|---------------------|--------------------|----------------|
| | Male | Female | Total | | | Vehicle No. | Trips | Vehicle No. | Trips | | Vehicle No. | Trips | | Private Company SS | Corporation SS |
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