Office of the Commissioner:: Guwahati Municipal Corporation
:: Guwahati::: Panbazar::: Guwahati-781001:::

No.: GCS/PMC/830/17/11 Date: 19/08/2017

Re-Invitation for Bids (IFB)

Guwahati Municipal Corporation intends to issue Re-Invitation for Bids for selection of NGOs for primary collection of Municipal Solid waste (Door to door collection of Solid Waste) along with street sweeping and transportation of the same to secondary collection points for the Parts mentioned below:

1	Part 6(1)	12	Part 15(2)	Part 20(1)	Part 24(2)	Part 26(2)	Part 29(2)
Part 2(1)	Part 6(2)	Part 13(2)	Part 16(1)	Part 21(1)	Part 24(1)	Part 26(3)	Part 29(1)
Part 2(2)	Part 7(2)	Part 14(1)	Part 18(1)	Part 21(2)	Part 25(1)	Part 27(1)	Part 30(2)
Part 3(1)	Part 11(1)	Part 14(2)	Part 18(2)	Part 23(1)	Part 25(2)	Part 27(2)	Part 31(2)
Part 3(2)	Part 11(2)	Part 15(1)	Part 19(1)	Part 23(2)	Part 26(1)	Part 28(2)	Part 31(3)

1. Guwahati Municipal Corporation re-invites Bids from eligible bidders for Solid Waste Management (SWM) Services, for a period of 2 years.
2. Bid documents may be downloaded from the website of Guwahati Municipal Corporation www.gmcportal.in from **19/08/2017** onwards.
3. Bidders who have submitted their bids earlier against the IFB vide No. GCS/PMC/830/17/1420 dated 07/08/2017 may submit modified bid if they wish otherwise the earlier bid submitted will be considered. Other terms and conditions shall remain unchanged.
4. Bid must be submitted to the office of the Commissioner, Guwahati Municipal Corporation, Panbazar, Guwahati -781001 in two bids system viz. Technical and Financial bids on or before **1400 hours on 25/08/2017** and the opening of Technical Bid and Financial Bid will be on **25/08/2017 at 1430 hours** and **27/08/2017 at 1200 hours** respectively.
5. Other details can be seen in the bid documents.

Sd/-
Commissioner,
Guwahati Municipal Corporation,
Guwahati

Memo No.: GCS/PMC/830/17/11 -A Date: 19/08/2017

Copy:

1) The Addl. Chief Secretary to the Govt of Assam, Guwahati Development Department, etc for information.
2) The Municipal Secretary, Guwahati Municipal Corporation for the kind apprisal of the Hon'ble Mayor and Mayor-in-Council.
3) The Chief Engineer, Guwahati Municipal Corporation for information. He is directed to keep the tender box ready for the dropping of the tenders.
4) The District Information and Public Relations Officer, Kamrup (M) with a request to publish the notice in one issue each of the Assam Tribune and Amar Axom.
5) The Chief Accounts and Audit Officer, GMC for information.
6) All Divisional Engineers, GMC for information and displaying the same in the notice boards in their offices for publicity.
7) Notice Board (Panbazar office & Uzanbazar office).

Sd/-
Commissioner,
Guwahati Municipal Corporation,
Guwahati

Guwahati Municipal Corporation

Re-Invitation for Bids (IFB)

Door to door collection of segregated Municipal solid waste and transportation of Municipal solid waste to secondary collection points/transfer stations

(Selection of **NGOs** for primary collection of Municipal Solid Waste)

Date of issue of Bid Documents: 19/08/2017

Last date for submission of the bid: 25/08/2017

Office of the Commissioner, Guwahati Municipal Corporation,

Panbazar, Guwahati -01

Disclaimer

The information contained in this bid document provided to the Bidder(s), by or on behalf of Guwahati Municipal Corporation (hereinafter referred to as "GMC") or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this bid document and all other terms and conditions subject to which such information is provided.

The purpose of this bid document is to provide the Bidder(s) with information to assist the formulation of its Proposals. This bid document does not purport to contain all the information each Bidder may require. This bid document may not be appropriate for all persons, and it is not possible for GMC, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this bid document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this bid document and where necessary obtain independent advice from appropriate sources. GMC, its 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 the bid document.

GMC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this bid document.

An approximate figure of urban population and households is given at Annexure I.

SCHEDULE OF BIDDING PROCESS

GMC would endeavour to adhere to the following schedule from the date of issue of notification during the Bidding Process:

Events	Date
Date of Advertisement	19/08/2017
Downloading of the bid document	19/08/2017
Bid Due Date / last date for submission of the bid	25/08/2017 upto 2:00 PM
Opening of Technical bid	25/08/2017 at 2:30 PM
Opening of Financial bid	27/08/2017 at 12:00 Noon
Place of opening of Technical bid and Financial bid	GMC, Panbazar, Conference Hall
Address for communication	Commissioner, GMC Panbazar, Guwahati -781 001

Office of the Commissioner:: Guwahati Municipal Corporation
:: Guwahati::: Panbazar ::: Guwahati-781001 :::

No.: GCS/PMC/830/17/ Date: 19/08/2017

Re-Invitation for Bids (IFB)

Guwahati Municipal Corporation intends to issue Re-Invitation for Bids for selection of NGOs for primary collection of Municipal Solid waste (Door to door collection of Solid Waste) along with street sweeping and transportation of the same to secondary collection points for the Parts mentioned below:

1	Part 6(1)	12	Part 15(2)	Part 20(1)	Part 24(2)	Part 26(2)	Part 29(2)
Part 2(1)	Part 6(2)	Part 13(2)	Part 16(1)	Part 21(1)	Part 24(1)	Part 26(3)	Part 29(1)
Part 2(2)	Part 7(2)	Part 14(1)	Part 18(1)	Part 21(2)	Part 25(1)	Part 27(1)	Part 30(2)
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1. Guwahati Municipal Corporation re-invites Bids from eligible bidders for Solid Waste Management (SWM) Services, for a period of 2 years.
2. Bid documents may be downloaded from the website of Guwahati Municipal Corporation www.gmcportal.in from **19/08/2017** onwards.
3. Bidders who have submitted their bids earlier against the IFB vide No. GCS/PMC/830/17/1420 dated 07/08/2017 may submit modified bid if they wish otherwise the earlier bid submitted will be considered. Other terms and conditions shall remain unchanged.
4. Bid must be submitted to the office of the Commissioner, Guwahati Municipal Corporation, Panbazar, Guwahati -781001 in two bids system viz. Technical and Financial bids on or before **1400 hours on 25/08/2017** and the opening of Technical Bid and Financial Bid will be on **25/08/2017 at 1430 hours** and **27/08/2017 at 1200 hours** respectively.
5. Other details can be seen in the bid documents.

Note:

1. Bid document fee of Rs. 2,000/- shall be paid in the form of demand draft/ banker's Cheque in favour of Commissioner, Guwahati Municipal Corporation along with the Technical Bids. Otherwise downloaded bid document shall not be considered.

2. The Corrigenda issued vide no. GCS/PMC/830/17/7 dated 16/08/2017 and GCS/PMC/830/17 dated 16/08/2017 are to be read alongwith this bid documents.

4. Commissioner, Guwahati Municipal Corporation reserves the right to revise or amend the notice and/ or the Bid Document, fully or partly.

5. Right to reject any or all offers without assigning any reason thereof is reserved with Commissioner, Guwahati Municipal Corporation.

Instructions to Bidder

1. GMC intends to adopt a single stage two cover system bidding process for selection of NGOs to carry out Municipal Solid Waste Management services from eligible registered NGOs for the following activities for a period of two (2) years. No bid will be accepted without having proper registration of the organisation.

a. Door-to-door collection of segregated (wet and dry waste separately) Municipal Solid Waste (MSW) on a daily basis and as per Area demarcated in **Annexure-II** within the Municipal Boundary and transportation of the collected waste to the secondary collection points/Transfer Stations.
b. Sweeping of arterial roads, streets, footpath and pavements and transportation of the same to secondary collection points/ Transfer Stations as per the provisions of Clause 14.1.2 of bid.
c. Collection of segregated MSW from the bulk generators and its transportation to secondary collection points/Transfer Stations as per the provisions of Clause 14.1.3 of bid document in the defined area.
d. Collection of User Charges from the households and other commercial establishments as per the rates notified by GMC from time to time.

The detailed scope of work for all the activities indicated above ("the Service Contract") is provided in bid.

1.1 Each Bidder shall submit a maximum of one (1) Proposal for each area; in response to this bid Document. Each bidder is allowed to submit proposal for maximum of two areas Any Bidder who submits more than one Proposal for one area will be disqualified. While the Bidder may submit proposals for any area, the area partly will be awarded to the successful bidder based on their technical and financial bid. The Bidder shall need to demonstrate their technical and financial capacity for carrying out the service in a particular Area. Financial bids of only those bidders will be opened who will be found technically eligible as per Annexure VI. In the event of insufficient bid for a particular area, GMC reserves the right to negotiate with bidders submitting bid for other areas.

The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

A bid containing rates which are unrealistically low/ high and which cannot be substantiated by the bidder shall be rejected by the Bid Evaluation Committee constituted by GMC as non-responsive.

1.2 The bidder is requested to clearly mention the Area number for which he is submitting the bid. If the bidder is submitting bid for more than one part, the bidder has to submit separate proposals mentioning the Area number above the proposal. One NGO will be awarded one Area only.

1.3 The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.

2. Clarification of bid documents

2.1 A prospective Bidder requiring any clarification of the bid documents may submit their queries to Commissioner, Guwahati Municipal Corporation through hard copy or by email to guwahaticom@gmail.com. GMC will respond to any request for clarification as per the calendar of the event prior to the deadline for submission of Bids. GMC's response will be discussed in the pre-bid meeting.

3. Pre-Bid meeting:

3.1 Deleted

3.2 Deleted

3.3 Any modification in the bid documents, which may become necessary as a result of the pre-bid queries or in sole discretion of GMC shall be made exclusively through the issue of an Addendum to be published in the GMC website pursuant to Clause 4.

4. Amendment of bid documents

4.1 Before the deadline for submission of Bids the GMC may modify the bid documents by issuing addendum/corrigendum.

4.2 Any addendum/corrigendum thus issued shall be part of the bid documents and shall be communicated through GMC website.

4.3 To give prospective Bidders reasonable time in which to take an addendum or corrigendum into account in preparing their Bids, the GMC shall extend as necessary the deadline for submission of Bids, in accordance with Sub-Clause 9.2 below.

5. Preparation of Bid Documents:

5.1 Documents comprising the Bid:

5.1.1 The Bids comprises of two parts viz. Technical Bid and Financial Bid and shall contain the documents as follows:

a. Technical Bid: The Bidder would provide all the information as per Clause 5.2 below. GMC would evaluate only those Proposals that are received in the required format and are complete in all respects as per Annexure VI.
b. Financial proposal shall be the financial offer made by the Bidder for the Service Contract as per Annexure VIII.

5.2 Technical Bid:

a. Covering letter in the format set out in Annexure III.
b. Details of the Bidder in the format set out in Annexure IV.
c. Anti-collusion certificate in the format set out in Annexure V.
d. Proof of Eligibility in the format set out in Annexure VI.
e. Technical Proposal (implementation plan) as provided in Annexure VII; and
f. EMD – in the form of DD/Banker's Cheque in favour of Commissioner, Guwahati Municipal Corporation.

5.3 Financial Proposal: Financial Proposal for the Service contract as set in out Annexure VIII .

5.3.1 The contract shall be for the whole works as described in Scope of work.

5.3.2 The Financial Bid should include all duties, taxes, and other levies if any payable by the Successful Bidder under the contract, or for any other cause.

5.3.3 And any other materials required to be completed and submitted by the Bidders is in accordance with these instructions.

6. Proposal validity:

6.1 The Proposal shall remain valid for a period not less than 180 days from the bid Due Date (Proposal Validity Period). GMC reserves the right to reject any Bid, which does not meet this requirement.

6.2 In exceptional circumstances, prior to expiry of the original time limit, GMC may request that the Bidder may extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing. A Bidder may refuse the request without forfeiting his earnest money deposit. A Bidder agreeing to the request will not be required or permitted to modify his Bids, but will be required to extend the validity of his earnest money deposit for a period of the extension.

7. Earnest Money Deposit (EMD)

7.1 The Bidder shall pay an Earnest Money Deposit (EMD) amount of Rs. **25,000/-** (Rupees Twenty Five Thousand only) for bidding for a particular Area.

7.2 The Bidder shall pay the EMD in the form of Demand Draft/Banker's Cheque/FDR/TDR drawn in favour of **Commissioner, Guwahati Municipal Corporation Payable at Guwahati**. EMD amount has to be submitted by the Bidder taking into account the following conditions:

a. EMD will be accepted only in the form of demand draft/Banker's Cheque/FDR/TDR.
b. If the bidder is bidding for more than one Area, the bidder has to deposit separate DD/Banker's Cheque/FDR/TDR for each proposal for the amount mentioned above.

7.3 Any Bid not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 7.2 above shall be rejected by the GMC as non-responsive.

7.4 The EMD of unsuccessful Bidders will be returned without any interest as promptly as possible on acceptance of the Bid of the selected Bidder or when the bidding process is cancelled by GMC.

7.5 The EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security of **Rs. 10,000/-** (Rupees Ten Thousand only) in the form of a Bank Guarantee/FDR/TDR.

7.6 The EMD may be forfeited:

a. If the Bidder withdraws the Bid after bid opening during the period of bid validity;
b. If the Bidder does not accept the correction of the bid Price, pursuant to Clause correction of error.
c. In the case of a successful Bidder, if the Bidder fails within the specified time limit to
   i) Sign the Agreement; or
   ii) Furnish the required Performance Security.

8. Submission of Bids

8.1 The original proposal, both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Representative them self. The person who signed the proposal must initial such corrections.

8.2 An authorized representative of the bidder shall initial all pages of the Technical and Financial Proposals. **The Technical Proposal should be binded and submitted. Any proposal submitted in loose/stapled form without binding will be summarily rejected.**

8.3 The Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL". The envelopes containing the Technical Proposal, Financial Proposal and EMD shall be submitted in an outer sealed envelope. This outer envelope shall be clearly marked as "BIDS FOR SOLID WASTE MANAGEMENT OF GMC FOR AREA NO..... ". The outer cover should clearly mention the name and complete address of the Bidder with telephone number. The Employer shall not be responsible for misplacement, loss or premature opening if the outer envelope is not properly sealed and/or marked as stipulated. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal nonresponsive. The cover containing the financial proposal should also contain the name and address of the bidder and also the Area no for which the bidder is bidding.

8.4 The Proposals must be sent to the address indicated in the bid and received by the Employer no later than the time and the date indicated in the bid, or any extension to this date as per clause 6.2. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

9. Modifications and Withdrawal of Bids

9.1 Bidders may modify or withdraw their bids by giving notice in writing before the last date of submission of the bid i.e.; **25/08/2017 upto 2:00 PM**.

9.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance to Clause 8, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.

9.3 No bid may be modified after the Deadline for submission of bids except in pursuance of Clause 10.

9.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity may result in the forfeiture of Bid Security.

10. Bid opening and evaluation

10.1 GMC shall open the Technical Bids of those Bids that are found to be responsive as provided in Clause 13.3 and undertake evaluation of the Technical Proposals to determine the qualified Bidders.

11. Process to be confidential

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the GMC's processing of Bids or award decisions may result in the rejection of his Bid.

12. Clarifications

12.1 GMC would open the Technical Bid on **25/08/2017** for the purpose of evaluation. GMC will open the Technical Bids of all the Bidders received in the presence of the Bidders or their representatives who choose to attend on the date and place specified in the Schedule of Bidding process. The Financial Proposal of the technically qualified Bidders will be opened on **27/08/2017** after intimation to the qualified bidders.

12.2 GMC reserves the right to reject any Bid which does not contain the information/documents as set out in this bid document.

12.3 To facilitate evaluation of Bids, GMC may at its sole discretion seek clarifications in writing from any Bidder.

13. Evaluation

13.1 The criteria for eligibility, qualification and evaluation of Bidders are set out in Annexure VI.

13.2 As part of the evaluation, the Bids shall be checked for responsiveness with the requirements of the bid document and only those Bids which are found to be responsive would be further evaluated in accordance with the criteria set out in this bid document and as per provision of Annexure VI.

13.3 The Bid would be considered to be responsive if it meets the following conditions:

a. The Technical Bid will be evaluated as per Annexure VI.
b. It contains all the information and documents as requested in the bid document.
c. It contains information in formats specified in this bid document.
d. It mentions the validity period as set out in Clause 6.
e. It provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by GMC without

communication with the Bidder). GMC reserves the right to determine whether the information has been provided in reasonable detail.

f. There are no inconsistencies between the Bid and the supporting documents.
g. A Bid that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:
    i) which affects in any substantial way, the scope, quality, or performance of the Service contract, or
    ii) which limits in any substantial way, inconsistent with the bid Document, GMC's rights or the Bidder's obligations under the Agreement, or
    iii) Which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals

13.4 The implementation Plan of the responsive and qualified bidders shall be checked for adequacy of methodology and operations. GMC may seek clarifications in writing from any bidder regarding its Implementation Plan. GMC shall open the financial offers of only those bidders for evaluation whose Technical bid is found to be adequate in addition to the bidder's technical eligibility by scoring 70 % marks out of 100 as mentioned in Annexure VI.

13.5 The Financial Offers of only the bidders who meet the qualification criteria set out in Annexure VI and whose Technical Proposal along with the implementation plan is found to be adequate would be opened.

13.6 **Evaluation of Financial Bid:** The Bidder making the realistic lowest Financial Offer as accessed by the Evaluation Committee constituted by GMC would be declared as the Preferred Bidder if he satisfies clause 1.1 of bid.

13.7 In case there are two or more Bidders quoting the same Financial Offer (quoting same rate for both door to door collection and Street sweeping), GMC may in such case select the Preferred Bidder on the basis of score of the Technical bid.

13.8 Notwithstanding anything contained in this bid document, GMC reserves the right to accept or reject any Bid or to annul the bidding process or reject all Bids at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

13.9 A bid containing rates which are unrealistically low or high and which cannot be substantiated by the bidder shall be rejected by the Bid Evaluation Committee constituted by GMC as non-responsive.

13.10 GMC reserves the right to reject any Bid, if:

a. at any time, a material misrepresentation is made or discovered; or
b. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.
c. The NGOs working earlier have any Audit objections.

13.10 Correction of errors

13.10.1 Bids determined to be substantially responsive will be checked by the GMC for any arithmetic errors, if there is a discrepancy between the rates in figures and in words; the lower of the two will govern.

13.10.2 In the event of acceptance of the Preferred Bidder with or without negotiations, GMC shall declare the Preferred Bidder as the Successful Bidder. GMC will notify the Successful Bidder through a Letter of Award (LoA) that its Bid has been accepted.

13.10.3 The Successful Bidder shall make physical availability of the required number of labourers along with the documents for the particular package within 7 days of the receipt of the letter of award, failing which, the award will be cancelled and the EMD will be forfeited.

13.10.4 The Successful Bidder shall execute the Agreement immediately after producing the above requirement.

13.10.5 The Successful Bidder shall also furnish Performance Security by way of an irrevocable Bank Guarantee, issued by a nationalized bank or a Scheduled Bank located in India in favour of The Commissioner, Guwahati Municipal Corporation as required under the Agreement for an amount of **Rs. 10,000/-** (Rupees Ten Thousand only) and valid for the entire contract period and 3 month thereafter.

13.10.6 Notwithstanding anything contained in this bid document, GMC reserves the right to accept or reject any Bid, or to annul the bidding process or reject all Bids, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

14. Scope of Work & Terms &conditions

14.1 Scope of work

The Scope of Work for MSW Management for door to door collection of segregated MSW, Street Sweeping and Transportation of MSW to the designated secondary collection point/Transfer Stations.

14.1.1 Collection, Storage and Transportation of waste

a) Collection of MSW in the Segregated form at source:
   i) Biodegradable (wet waste).
   ii) Non- biodegradable (dry- waste).
b) Collection of wet MSW on daily basis and dry MSW minimum three times in a week.
c) The NGOs shall collect the dry waste on a regular basis in the different localities on a specified day of a week so that the dry waste will be collected minimum three times in a week from all the households and commercial establishments.
d) Promote MSW segregation at household and commercial level through awareness campaigns and other suitable means.
e) Collection of waste from doorstep by ringing bell and following a fixed time schedule every day.
f) It is the responsibility of the waste generator to give segregated waste to the primary collection vehicle as per Solid Waste Management Rules, 2016.

g) Use of appropriate door to door collection vehicles like pushcarts, tricycles and auto tippers as per the prevalent MSW Manual prescribed by MoUD and following the Solid Waste Management Rules, 2016.
h) Auto tippers should have a public addressing system to announce about the door to door collection. Pushcarts & tricycles shall have to carry appropriate bell ringing system of permissible decibels to draw attention of the community.
i) The NGOs shall maintain a record to keep track of the progress of door to door garbage and User Charge collection and the same shall be submitted monthly alongwith monthly bills to GMC else payment will not be processed.
j) Any non-cooperation of public in offering wastes/ find littering garbage / user charges shall be brought to the notice of Executive Engineers of the respective Divisions of GMC with sufficient evidence and the same shall be reported to the Authority every month alongwith Action Taken Report.
k) The wet waste shall be transferred from Auto Tippers/ Pushcarts/tricycles to the decentralized waste processing units and the dry waste shall be transferred to the dry waste collection centres nearby.
l) If there are no decentralized waste processing units, the wet waste shall need to be transferred from Auto Tippers/Pushcarts/tricycles into secondary bins/Compactors/Transfer Stations, so that waste can be transported more economically, efficiently over long distances to the processing facility as per time fixed by GMC.
m) Bio-degradable waste and Non-biodegradable waste shall not be mixed either at the time of collection or transferring the same to the secondary storage point/Transfer Stations.
n) In no case the waste should touch the ground; it is the responsibility of the NGOs that no waste should be scattered around the secondary collection points/Transfer Stations at any point of time. Particularly, minimum one labourer should be kept at the secondary collection points so that the area around the bins is kept clean.
o) If GMC sets up decentralised waste processing units inside the Area, the NGOs will be responsible to hand over the segregated waste to the waste processing units situated inside the Area.
p) Waste from all establishments like hotels, vegetable market, vendor, poultry, fish outlets, vivah bhawans, etc shall be compulsorily collected without allowing them to throw the waste at untimely hours near the secondary storage points/Transfer Stations.
q) The personnel deployed for door to door collection of segregated waste shall be provided with identity cards and appropriate protective gears like uniforms, gloves, masks etc.
r) The NGOs shall be responsible to collect waste from the commercial and market areas of the particular localities/Area as fixed by GMC.
s) In the case of removal of construction and demolition waste, the NGOs will intimate GMC for providing collection vehicle to the spot after realisation of the user charges. Clearing and disposal of the construction and demolition waste will be the responsibility of GMC.
t) In the case of removal of horticulture and garden waste, the NGOs will intimate GMC for providing collection vehicle to the spot after realisation of the user charges.

Clearing and disposal of the horticulture and garden waste will be the responsibility of GMC.

14.1.2 Street Sweeping

a) Sweeping of arterial roads, footpaths and pavements with the help of long handled brooms to be arranged by NGOs themselves.
b) The waste by sweeping the roads needs to be collected using pushcart.
c) The street sweeping will be done in the arterial roads by the NGOs regularly. Street sweeping in the main road will be done by the GMC. GMC will notify the list of main road from time to time to be cleaned by GMC.
d) Night sweeping/cleaning and Transportation shall be envisaged as a routine work at eventful commercial areas.
e) The NGOs shall sweep the major markets and surrounding areas and ensure cleanliness. The waste so collected shall be transported to the designated secondary collection points/Transfer Stations.
f) The collection, street sweeping and related work shall be done as per the approved Implementation plan set out at Annexure VII and the waste so collected shall be transported on the same day to the designated secondary collection points/Transfer Stations.
g) Care shall be taken that the sweeping activity does not hinder traffic movement on the roads.
h) Collect the MSW indiscriminately thrown in public places and transport the same along with the street sweeping waste to the designated secondary collection points/Transfer Stations.
i) The NGOs shall remove the MSW and shall clean the litter /community bins on a daily basis during street sweeping and more so during festivals and other community functions by engaging number of labours and vehicles.
j) The NGOs shall deploy more numbers of labourers, vehicle and equipments during festival period like durga puja, bihu, biswakarma puja, saraswati puja, ambubasi mela, idd, Christmas and other melas, public meetings etc.
k) Each worker involved in sweeping activity shall use identity cards, rubberized gloves, reusable masks, brooms, drain scrapers, forks, scrapers and other appropriate tools to perform their duties effectively and hygienically.

14.1.3 Bulk and other MSW collection and transportation

a) The bulk waste generators like Apartments, hotels/ restaurants, marriage halls, social gatherings market waste etc., should be segregated into:
    - Bio degradable and
    - Non- bio degradable waste
b) The bulk waste generated from such source to be collected in segregated form, the wet waste shall be transported to the designated secondary collection points/Transfer Stations and dry waste shall be transport to dry waste collection centres.
c) The NGOs should collect dry-waste generated from the households and commercial establishments regularly and transport the same to the secondary collection points/Transfer Stations.

d) The NGOs shall be responsible for informing GMC for clearance and safe disposal of dead stray animals and birds in their jurisdiction within 1 hour to designated locations.

14.1.4 Collection of user Charge

a) The NGO will collect user charge from each and every households and commercial establishments at the rate approved by GMC. GMC will notify from time to time the user charges to be levied to each category of waste generators.
b) The NGOs shall collect the receipt books of the User Charges paying advance to the Corporation from GMC and use the same to collect user charge. No receipt book will be provided to the NGOs unless advance payment is made.
c) The collection statement as well as the counterfoil of the used receipt books will have to be submitted for verification periodically to GMC.
d) NGOs shall be entitled to receive incentives of 20 % for the amount collected from targeted household and commercial establishments is more than 70%.
e) The NGOs shall have to collect user charges from at least 50% of the targeted households; otherwise NGOs shall not be entitled for any due monthly payments from the GMC.
f) A Report on the performance of the NGO from the respective Councillor as per the format shall have to be submitted for processing of the monthly bills.

14.1.5 Other conditions

a) The NGOs shall have to engage waste collectors/ sweepers as per the prevalent MSW Manual prescribed by MoUD and have to comply with the Solid Waste Management Rules, 2016 at all times.
b) The NGOs shall also be responsible for managing the annual increase in the waste generation due to increase in population and number of households for the entire contract period including roads/ carriage ways including right of way owing to further development of the city.
c) The Bidder shall submit to GMC an action plan on how the MSW is collected & transported, the routing of Push carts, tricycles and Auto Tippers, and shall give proper directions regarding the same to engage workers & Drivers
d) The NGOs has to furnish GMC with the work mobilization chart within 7 days from the date of issue of LOA and before agreement is signed to the satisfaction of GMC, clearly stating how the NGOs intends to go about with the contract, mentioning the time frame, the methodologies and route map.
e) The NGOs shall obtain all necessary and obligatory licences from the concerned authorities and abide by it like labour licence etc. The intending NGOs are responsible for maintaining the labour force, as per the applicable laws of the land.
f) It is the responsibility of the NGOs to pay all kinds of taxes as per Government Rules on top priority.
g) The successful bidder shall engage labourers above 18 yrs of age and in no case shall engage child labourers otherwise the Contract Agreement is liable to be terminated.

h) The Operation of tools and vehicles including POL will be responsibility of the NGOs at their own cost. Maintenance of these tools, equipments and vehicles will be the responsibility of NGOs.
i) NGOs shall purchase tools, equipments, tricycles, thelas, hand cart etc. from their own source.
j) The NGOs shall provide dedicated manpower and the work force should be acceptable to GMC. In case of contingency, the NGOs should have reserve manpower to deploy as per the requirement.
k) The NGOs has to ensure that all the SWM vehicles are washed and disinfected at least once in a week.
l) The NGOs shall make all efforts to motivate the workers in the use of all safety equipments and protective gears compulsorily and shall have awareness program periodically.
m) The NGOs shall engage requisite number of supervisors and provide them with mobile phones so that they can be contacted. Their mobile number shall be made available to the Ward Committee/GMC Engineers and public.
n) Prompt attention to complaints, grievances, and emergency situations including festival seasons.
o) There should be co-ordinated efforts to create public awareness.
p) The NGOs shall establish an office in the areas where they operate and the communication facilities shall be made available to GMC officials.
q) The NGOs shall provide a place in each Area to keep the auto tippers/tricycle/ pushcarts etc. in order to avoid the auto tippers /push carts/tricycles etc. from being left on the roadside.
r) Report non-compliance of MSW management practices by waste generators to the GMC.
s) Maintain a complaint register for registering the grievances of the waste generators and other stakeholders.
t) The NGOs will be at the disposal of the **Ward Committee** headed by the Ward Councillor. The NGOs will work in close coordination with the Ward Committee. NGOs will follow the guidelines issued by GMC from time to time.
u) Any complaints of garbage collection not satisfactorily attended shall be liable for the penalty as per the penalty clause in Schedule.
v) The NGOs shall provide Photo identity cards for all its employees indicating the name, address, age, Area number, etc to be authenticated by GMC.
w) It will be the responsibilities of the NGOs to keep a count of Number of Households in their respective Areas. For this purpose, a record in the form of a datasheet must be kept. This datasheet is to be signed by each house owner which is verifiable by GMC.

14.1.6 Health & Safety Equipments

a) The NGOs shall make an arrangement to clean all the tools, equipments and vehicles once in two days to avoid communicable diseases to workers.
b) Shall make arrangement for health check up of all workers once in three months.

14.1.7 Responsibility of Guwahati Municipal Corporation

a) GMC will be responsible for notifying the list of main roads to be swept by GMC and remaining roads in the Areas to be swept by NGOs.
b) GMC will be responsible for notifying the schedule of user charge to be collected from each category of waste generators.
c) GMC will be providing auto tipper(s) on one time basis only to be used for primary collection which has to be returned after the expiry of the contract period or termination of the contract, whichever occurs early. The additional requirements as per MoUD MSW manual shall have to be met by NGOs. The Operation & Maintenance, POL & replacement of vehicles will be the responsibility of NGO. Divisional Engineers shall submit the report of the Auto-tipper performance every month.

15. Special Condition of Contract

15.1 Workers

The NGOs shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all workers and Supervisors, and for their payment.

The NGOs shall, if required by the GMC, deliver to the GMC a return in detail, in such form and at such intervals as the GMC may prescribe, showing the numbers of the several classes of workers, with their details from time to time employed by the successful Bidder for the said work and such other information as the GMC may require.

15.2 Compliance with labour regulations:

During continuance of the contract, the NGOs shall abide at all times by all existing labour enactments an rules made hereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The NGOs shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the NGOs, the Engineer/Employer shall have the right to deduct any money due to the NGOs including his amount of performance security. The Employer/Engineer shall also have right to recover from the NGOs any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The Employees of the NGOs in no case shall be treated as the employees of the GMC at any point of time.

15.3 Compliance with Solid Waste Management Rules, 2016

The NGOs shall take all reasonable steps to comply the Solid Waste Management Rules, 2016 during the execution of the contract.

15.4 Protection of Environment:

The NGOs shall take all reasonable steps to protect the environment on and off the field and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the NGOs shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

15.5 The NGOs will keep close liaison with Guwahati Municipal Corporation, Pollution Control Board and Police Authority of the City for proper functioning of the garbage disposal in a hygienic manner.

15.6 Time Schedule

The NGOs shall adhere to the time schedule set out in the table below or as decided by the GMC for implementation of the MSWM. The NGOs shall also ensure additional cleaning requirement on festival and other contingency caused by rain and other natural disasters requiring appropriate garbage and other clearing.

Sl no	Activity	Time Schedule
1	Daily Door to Door collection of MSW from Various Households and commercial establishments	5 am to 8 am 5 pm to 9 pm
2	Daily Street Sweeping	
	i) Lanes Arterial Road and Sub-Arterial roads, markets, other than specified. ii) Footpaths, public places	Daily
3	Markets	5.30 AM to 11.30 AM 8 PM to 11 PM
4	Night sweeping for Selected roads/Areas	After 8 PM

16. Penalty / Termination

16.1) If the NGO fails to collect 50% of the user charges from the household and commercial establishments continuously for 3 months, their contract agreement will be cancelled forthwith.

16.2) The NGO must submit monthly report of covering of household, commercial establishments along with collection statement of user charges along with their monthly bill.

16.3) GMC shall conduct internal audit of the NGO every half-yearly and NGO shall cooperate during the audit.

16.4) The NGO will be terminated forthwith if the audit objection on any financial anomalies for the NGO is received by the GMC authority.

16.5) NGOs shall submit an internal audit reports of their books of accounts to GMC duly certified by a Chartered Accountant every half yearly. If the internal audit reports are not submitted by the NGO, their monthly payments will be held up for want of Audit Report.

16.6) Penalty of 5% of the bidding amount shall be charged for non-performance for any month and subsequently penalty of 10% for non-performance next time and termination if the non-performance is repeated for the third time.

16.7) Any kind of financial irregularities will lead to the outright termination of the concerned NGO. The team constituted by the GMC for this purpose to investigate the matter and based on the report of the Committee, GMC will take action for termination and penalty accordingly.

16.8) If at any point of time the GMC finds out that counterfeit Receipts are being used by NGO, then the Contract Agreement of the NGO will be terminated forthwith and Criminal proceedings will be lodged against the concerned NGO.

16.9) There shall be regular surveying of the area by the authority or its representative where 30% of the total households will be randomly verified for performance of the NGO and out of the 30% if the service to 50% household of the area is found either irregular or not covered, then the contract agreement will be terminated immediately.

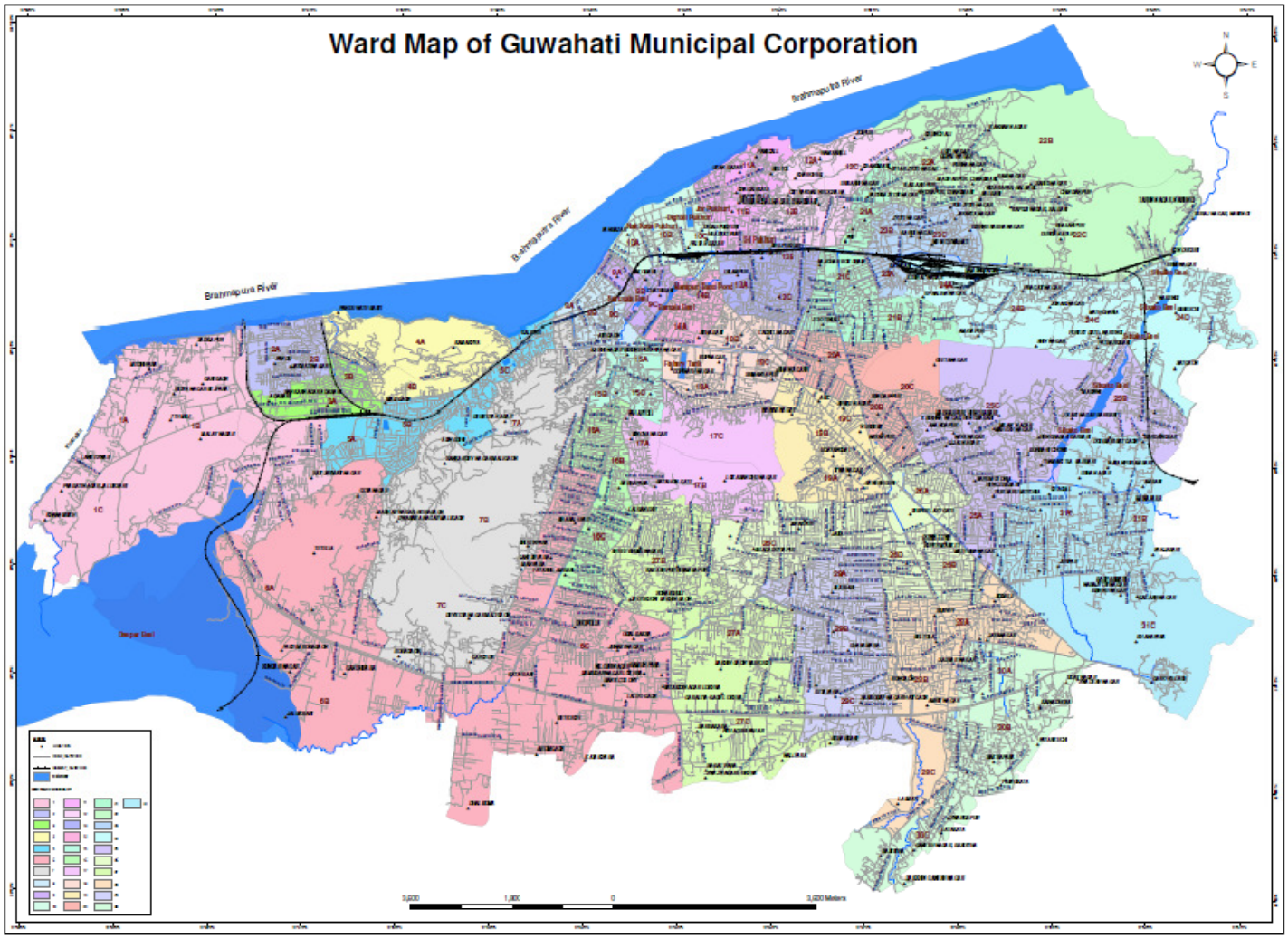
N.B.: Performance, here, shall mean the NGO shall maintain the primary collection of the Area as per the prevalent Solid Waste Management Rules, 2016.

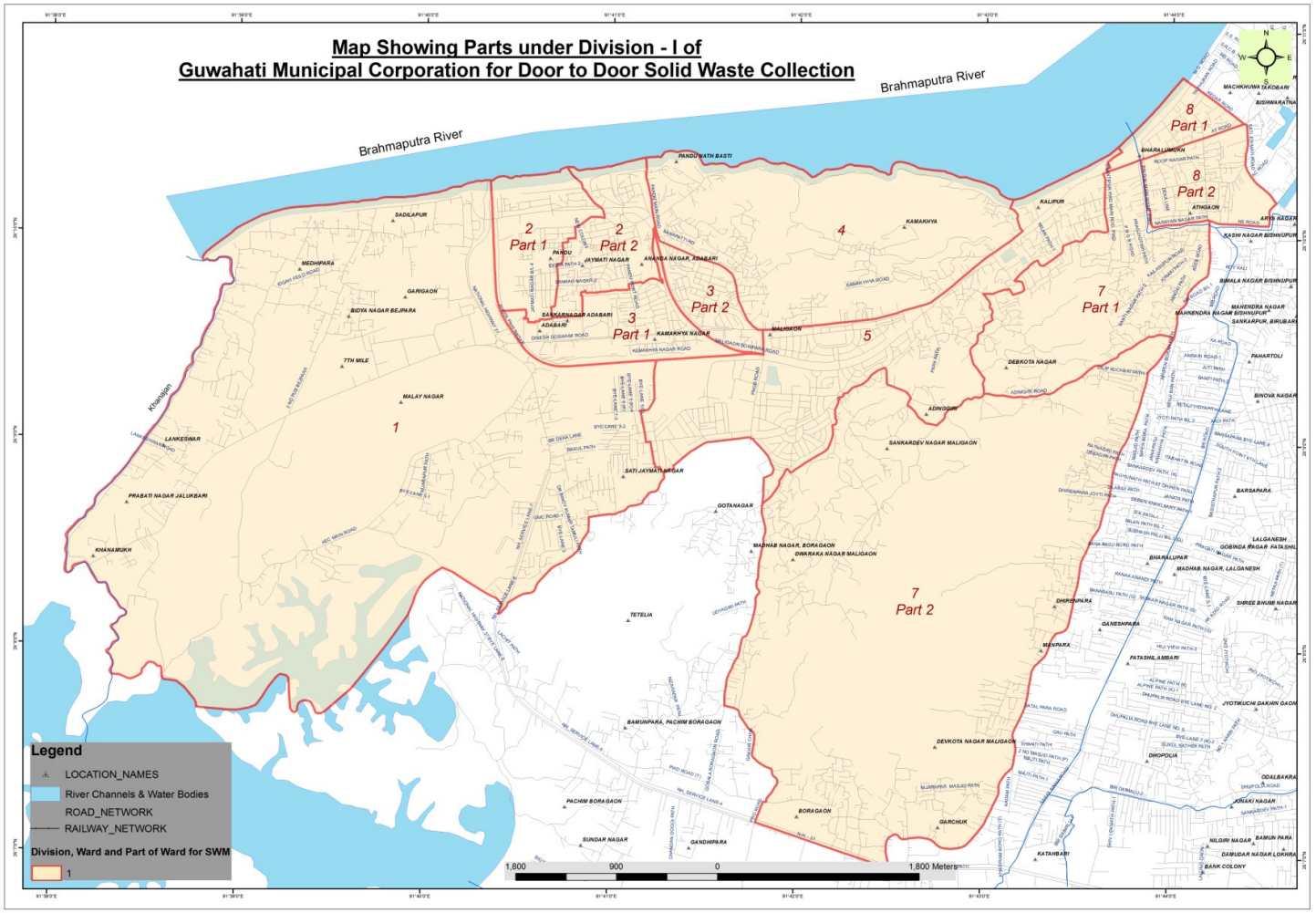
Annexure I

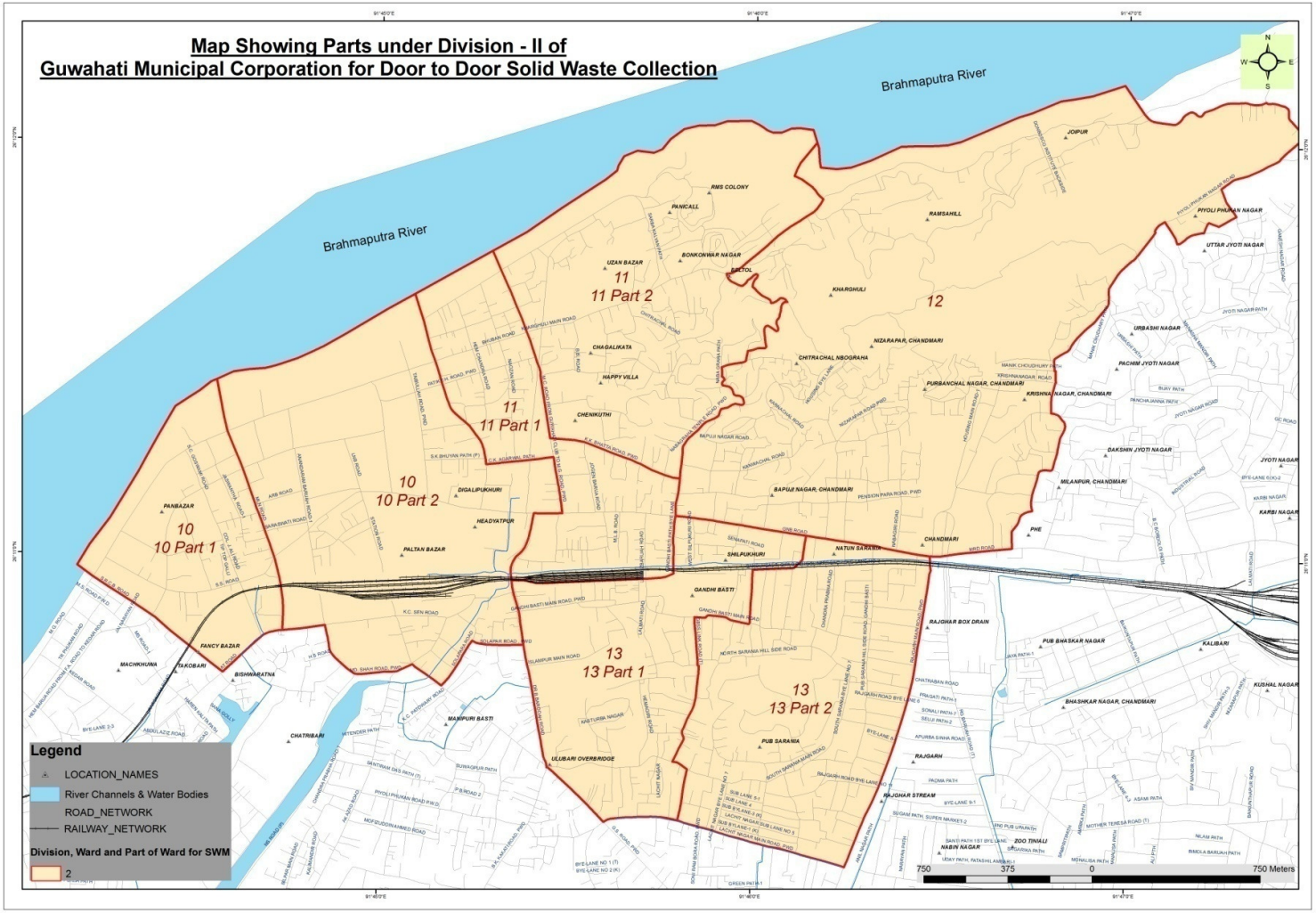
Sl No	Ward No	Part	Households
1	1	1	10,153
2	2	Part 2(1)	3,476
3		Part 2(2)	4,682
4	3	Part 3(1)	4,530
5		Part 3(2)	3,013
6	4	4	7,483
7	5	5	10,835
8	7	Part 7(1)	5,268
9		Part 7(2)	6,183
10	8	Part 8(1)	3,981
11		Part 8(2)	4,865
12	10	Part 10(1)	4,822
13		Part 10(2)	4,160
14	11	Part 11(1)	3,650
15		Part 11(2)	4,227
16	12	12	7,478
17	13	Part 13(1)	5,140
18		Part 13(2)	4,179
19	19	Part 19(1)	4,440
20		Part 19(2)	3,020
21	20	Part 20(1)	4,919
22		Part 20(2)	5,154
23	21	Part 21(1)	4,406
24		Part 21(2)	5,299
25	22	22	8,059
26	23	Part 23(1)	3,609
27		Part 23(2)	5,170
28	24	Part 24(1)	3,657
29		Part 24(2)	5,205
30	9	Part 9(1)	3,600
31		Part 9(2)	3,600
32	14	Part 14(1)	3,285
33		Part 14(2)	5,503
34	15	Part 15(1)	3,485
35		Part 15(2)	4,174
36	18	Part 18(1)	6,173
37		Part 18(2)	3,785
38	25	Part 25(1)	5,950
39		Part 25(2)	3,800
40	26	Part 26(1)	3,900
41		Part 26(2)	4,000
42		Part 26(3)	3,800
43	28	Part 28(1)	4,100
44		Part 28(2)	3,600
45	29	Part 29(1)	4,200

46		Part 29(2)	3,900
47	30	Part 30(1)	5,400
48		Part 30(2)	4,000
49	31	Part 31(1)	4,200
50		Part 31(2)	3,600
51		Part 31(3)	2,400
52	6	Part 6(1)	3,515
53		Part 6(2)	3,305
54	16	Part 16(1)	3,793
55		Part 16(2)	4,194
56	17	17	6,226
57	27	Part 27(1)	4,033
58		Part 27(2)	3,803
Total		**58**	**270,387**

Annexure II


Ward Map of Guwahati Municipal Corporation
Brahmaputra River
Brahmaputra River
Brahmaputra River
Deepor Beel


Map Showing Parts under Division - I of
Guwahati Municipal Corporation for Door to Door Solid Waste Collection
Brahmaputra River
Brahmaputra River
1
2 Part 1
2 Part 2
3 Part 1
3 Part 2
4
5
7 Part 1
7 Part 2
8 Part 1
8 Part 2
Legend
LOCATION_NAMES
River Channels & Water Bodies
ROAD_NETWORK
RAILWAY_NETWORK
Division, Ward and Part of Ward for SWM
1
1,800
900
0
1,800 Meters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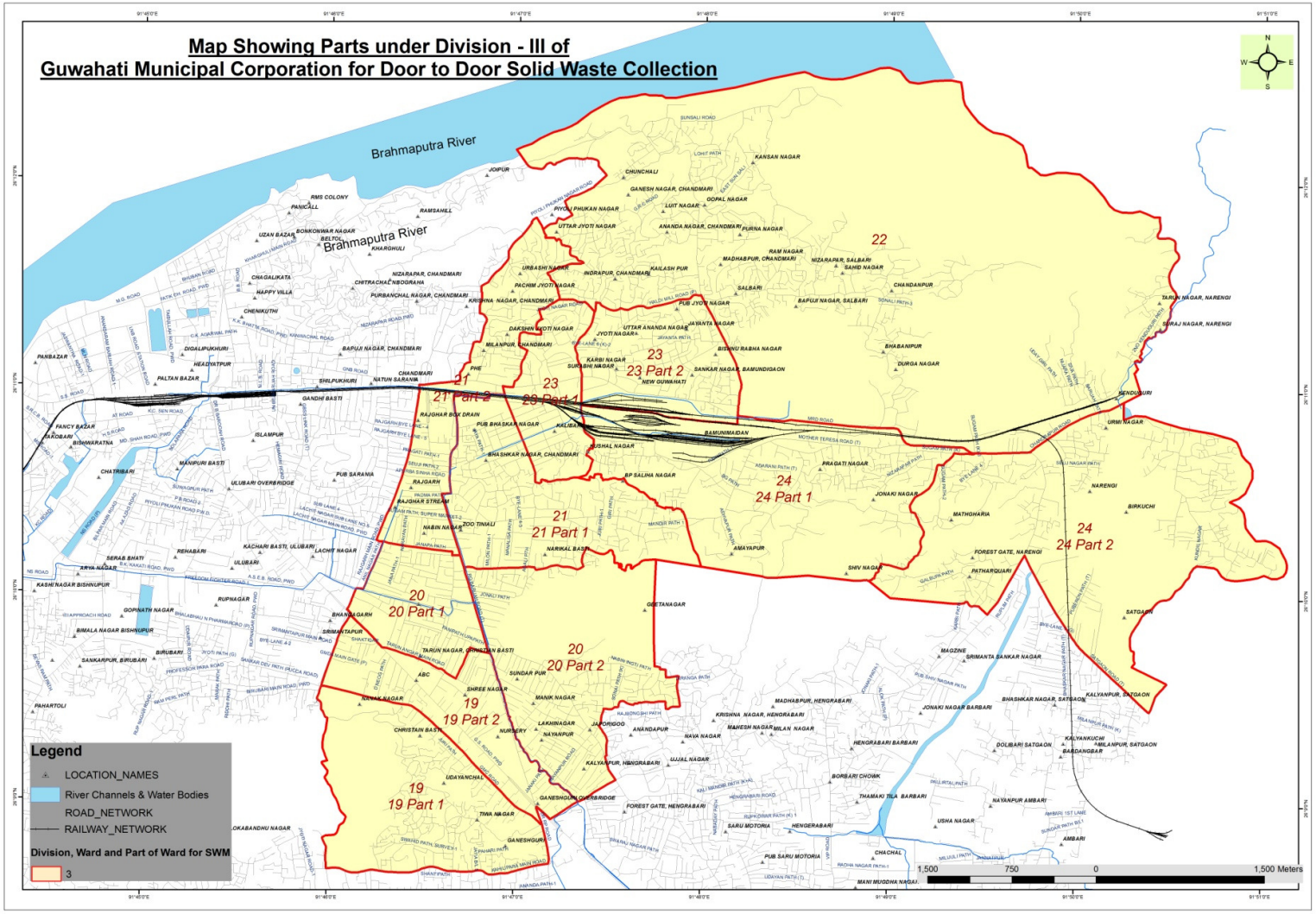
Guwahati Municipal Corporation for Door to Door Solid Waste Collection
Brahmaputra River
Brahmaputra River
10
10 Part 1
10
10 Part 2
11
11 Part 1
11
11 Part 2
12
13
13 Part 1
13
13 Part 2
Legend
LOCATION_NAMES
River Channels & Water Bodies
ROAD_NETWORK
RAILWAY_NETWORK
Division, Ward and Part of Ward for SWM
2
750 375 0 750 Meters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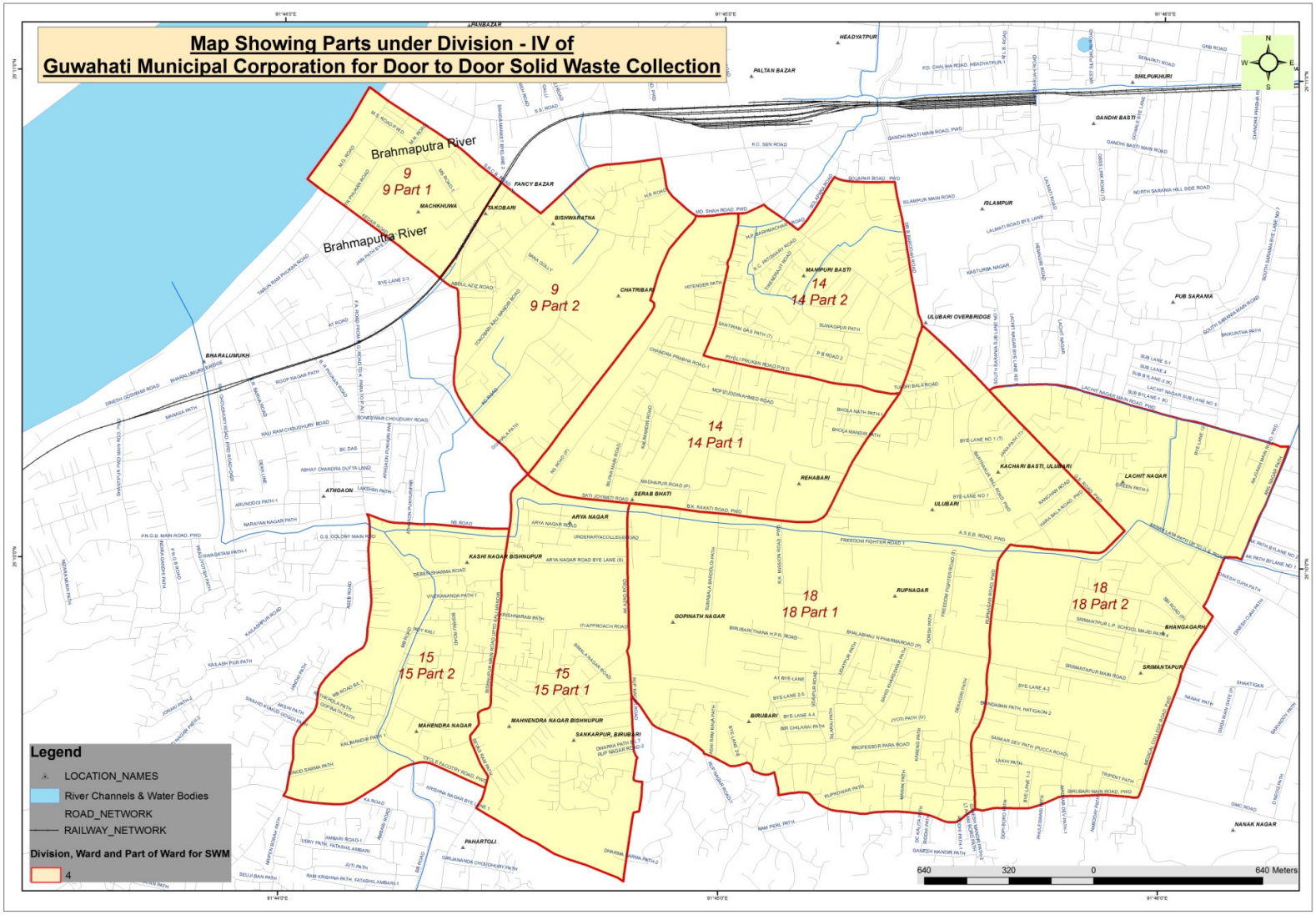
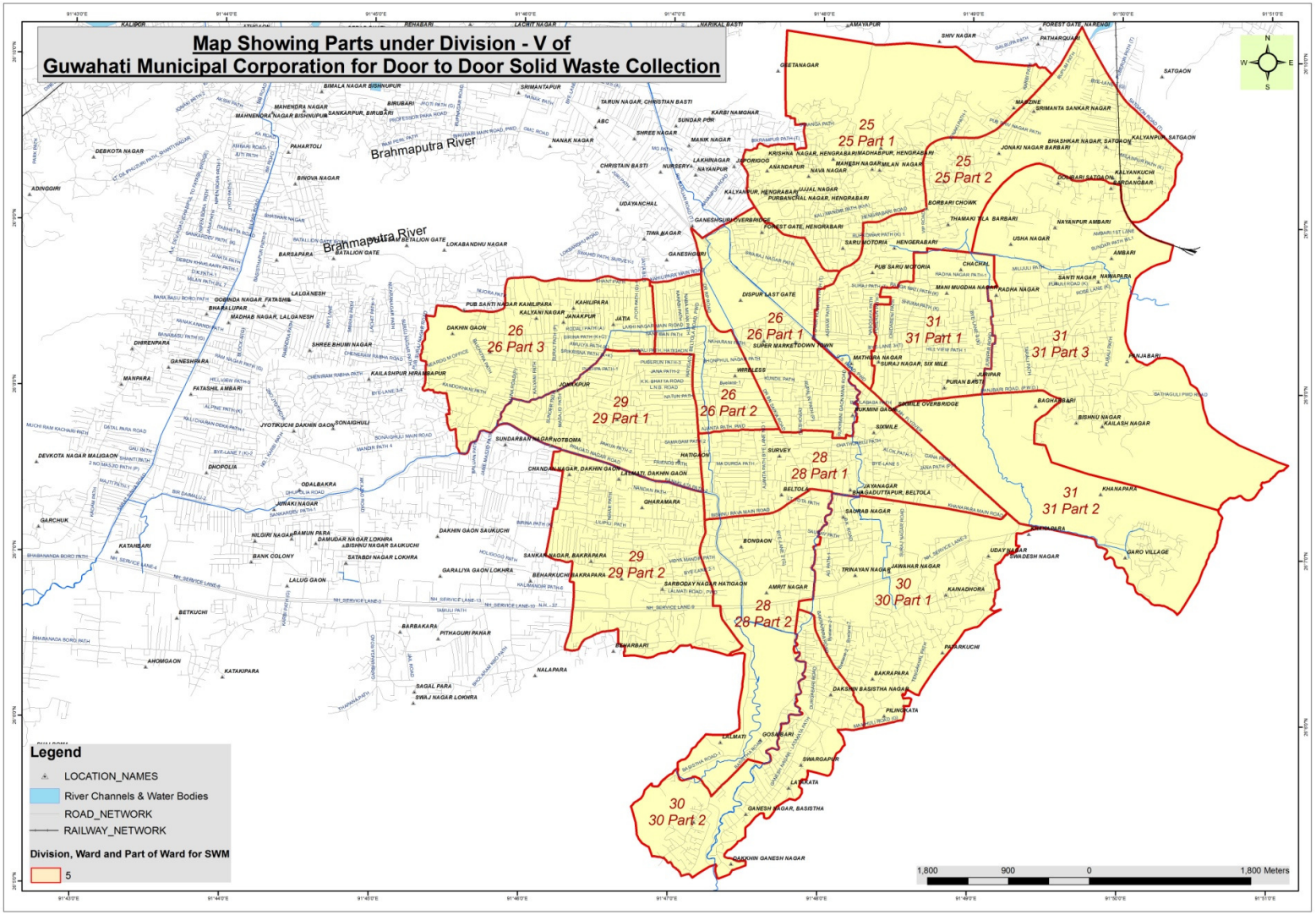
Guwahati Municipal Corporation for Door to Door Solid Waste Collection
Brahmaputra River
Brahmaputra River
22
21
21 Part 2
23
23 Part 1
23
23 Part 2
24
24 Part 1
21
21 Part 1
24
24 Part 2
20
20 Part 1
20
20 Part 2
19
19 Part 2
19
19 Part 1
Legend
LOCATION_NAMES
River Channels & Water Bodies
ROAD_NETWORK
RAILWAY_NETWORK
Division, Ward and Part of Ward for SWM
3
1,500
750
0
1,500 Meters


Map Showing Parts under Division - IV of
Guwahati Municipal Corporation for Door to Door Solid Waste Collection
Brahmaputra River
9
9 Part 1
Brahmaputra River
9
9 Part 2
14
14 Part 1
14
14 Part 2
15
15 Part 1
15
15 Part 2
18
18 Part 1
18
18 Part 2
Legend
LOCATION_NAMES
River Channels & Water Bodies
ROAD_NETWORK
RAILWAY_NETWORK
Division, Ward and Part of Ward for SWM
4
640
320
0
640 Meters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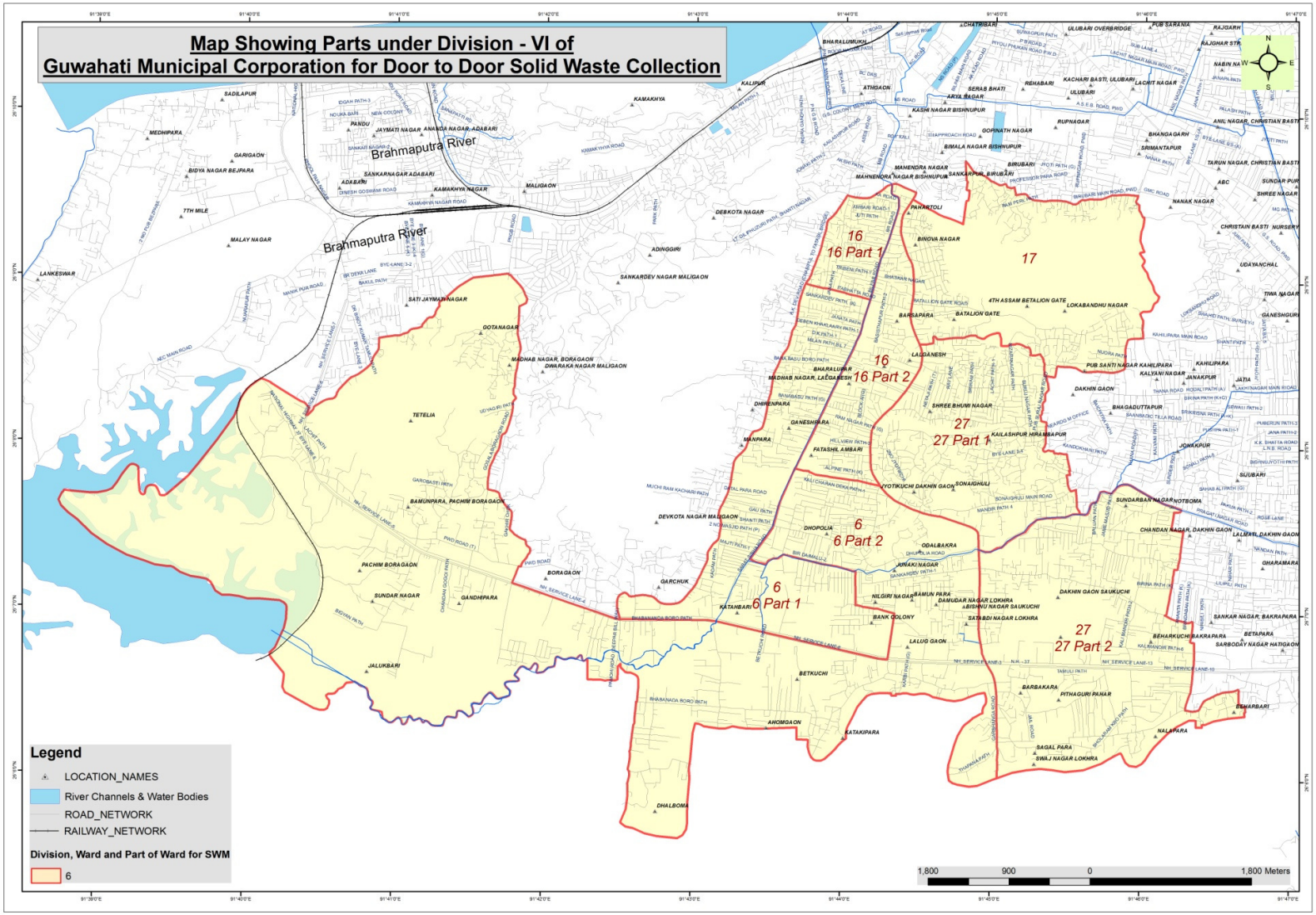
Guwahati Municipal Corporation for Door to Door Solid Waste Collection
Brahmaputra River
Brahmaputra River
25
25 Part 1
25
25 Part 2
26
26 Part 1
26
26 Part 2
26
26 Part 3
28
28 Part 1
28
28 Part 2
29
29 Part 1
29
29 Part 2
30
30 Part 1
30
30 Part 2
31
31 Part 1
31
31 Part 2
31
31 Part 3
Legend
LOCATION_NAMES
River Channels & Water Bodies
ROAD_NETWORK
RAILWAY_NETWORK
Division, Ward and Part of Ward for SWM
5
1,800
900
0
1,800 Meters


Map Showing Parts under Division - VI of
Guwahati Municipal Corporation for Door to Door Solid Waste Collection
Brahmaputra River
Brahmaputra River
16
16 Part 1
17
16
16 Part 2
27
27 Part 1
6
6 Part 2
6
6 Part 1
27
27 Part 2
Legend
LOCATION_NAMES
River Channels & Water Bodies
ROAD_NETWORK
RAILWAY_NETWORK
Division, Ward and Part of Ward for SWM
6
1,800
900
0
1,800 Meters

Annexure III

Covering Letter
(On the Letter-head of the Bidders)

Date:

To,
The Commissioner,
Guwahati Municipal Corporation,
Panbazar, Guwahati

Sub: Municipal Solid Waste Management

Ref: Your notification No. _____ dated _____

Sir/Madam,

Being duly authorised 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 bid on behalf of (Name of Bidder) for the Service contract with the details as per the requirements of the bid, for your evaluation.

We confirm that our Proposal is valid for a period of 180 days from [insert Proposal Due Date].

Yours faithfully,

For and on behalf of (Name of Bidder)

Duly signed by the Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)

Annexure IV

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/activities.
d) Date of Registration and year

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

3. Details of individual(s) who will serve as the point of contact / communication for GMC with the Bidder:

a) Name :
b) Designation :
c) NGOs/Society:
d) Address :
e) Telephone number :
f) E-mail address :
g) Fax number :
h) Mobile number :

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

a) Name :
b) Designation :
c) NGOs/Society:
d) Address :
e) Telephone number :
f) E-mail address :
g) Fax number :
h) Mobile number :

Annexure V

Format for Anti-Collusion Certificate
Anti-Collusion Certificate2

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby certify and confirm that in the preparation and submission of our bid, 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. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.
Dated this .....Day of ....., 2017.

.....

(Name of the Bidder)
.....

(Signature of the Authorised Person)

.....
(Name of the Authorised Person

Annexure VI

i

Detailed Requirement for Technical Bid

Sl no	Eligibility Criteria	Supporting Document	Marks
1	The NGOs should have an office in Guwahati	Submit address of the office in Guwahati with documentary proof.	10
2	The NGOs should have an average turnover of Rs. 1,00,000/- each during the last three Financial years.	Submit audited Financial statement/CA certification for the last three year.	10
3	The NGOs should be operational for last three years.	Submit copy of the registration certificate along with profile of work done for the last three years.	15
4	The NGOs should have preferably previous experience in Municipal Solid Waste Management or other social activities like disaster management, plantation, sanitation, health camps and other environment related activities, etc.	Submit copy of the contract/work order with any municipality or any service provider in support of experience if any in the areas of municipal solid waste management or similar social activities.	15
5	The NGOs should have adequate man power and resource person with relevant qualification and experience. (enclose separate sheet)	Submit list of manpower (senior management and field level) available in organisation to show ability to carry out similar nature of assignment.	20
6	Implementation plan and innovative ideas in waste management (as per Annexure VII)	Submit by writing as per Annexure VII.	30
		Total Marks	**100**

Note: Technical Bid scoring 70 marks out of total 100 as indicated above will be considered as qualified bidder for opening of Financial bid.

Annexure VII

Implementation Plan

The Implementation Plan to be furnished by the Bidder shall comprise:

1. **Proposed Strategy**

a. Process management diagrams for

   i) Door to door collection of Municipal solid waste and transportation to secondary collection points/Transfer Stations

   ii) Street Sweeping.

   iii) Cleaning of open spaces of GMC owned buildings and other such activities envisaged under the terms of reference

   iv) Bulk waste collection

b. Mechanism for primary collection and source segregation of waste

c. Capacity building and training: the Bidder shall impart training for his staffs periodically once in six months under the prior intimation to the GMC.

2. **Infrastructure & Manpower Requirement estimation**

The bidder will estimate the equipment and manpower requirement based on the implementation plan for a particular Area the bidder is applying for

a) Equipment

Area Number:_____

Sl no	Item	Number Required
1	No of push Carts required	
2	No of Containerised Carts required	
3	No of Auto vans required	
4	Spade	
5	Shovel	
6	Fork	
7	Any other	

b) Manpower

Sl no	Item	Number Required
1	No of street sweeper to be deployed	
2	No of push cart operators and helpers to be deployed	
3	No of Containerised tricycle operators and helpers to be deployed	
4	Supervisory Staff	
5	Any other (please specify)	

3. **Awareness campaign**

a. Number of awareness campaign envisaged
b. Mode of awareness campaign
c. Proposed budget for awareness campaign

4. **Explain mechanism for addressing emergency situation**
5. **Innovative ideas in Solid Waste Management**

Note: The intending bidder should have visited the Area on its own before submission of the bid and have the first hand knowledge of the prevailing condition of the Area.

Annexure VIII

Financial Proposal

AREA NO:_____

Date:

To:
The Commissioner
Guwahati Municipal Corporation
Panbazar, Guwahati

Sub: Municipal Solid Waste Management.

Ref: Your Notification No. _____ dated _____

Sir/Madam,

Having gone through this bid document and having fully understood the Scope of Work and Terms and Conditions as set out by GMC in the bid document for door to door collection of Municipal Solid Waste and street sweeping and transportation of Municipal Solid Waste to Secondary collection points/Transfer Stations, we are pleased to inform that we would offer our financial proposal for Area No. _____ as follows:

Sl no	**Item**	**Financial Offer**	
		(Rs. in figures)	(Rs. in words)
A	Cost per household per month to carry out the Scope of Work		

We have reviewed all the terms and conditions of the Re-invitation for Bids including the Form of 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 bid document.

Yours faithfully,

For and on behalf of (Name of Bidder)

Duly signed by the Authorised Signatory of the Bidder

(Name, Designation and Address of the Authorised Signatory)

Annexure IX

Standard and specifications

A. Standard for waste generation

The quantity of MSW generation, number of labours requirement, Number of vehicles requirement is based on the following normative standards.

Waste generation Assumption		
Particulars	**Approximate waste generation per Day**	**Remarks**
Households	0.5 to 1 Kg	
Commercial establishment (Small shops, Institutions, industries)	1 to 2 Kg	
Small Hotels	50 kg	
Large Hotels	1 Tons	
Small markets	200 Kg	
Large market	1 to 2 tonne	
Street sweeping	75 Kg per Km	
Small temple	10 Kg	
Large temple	150 kg	

Annexure X

USER CHARGES

Sl. No.	Category	User Charges (Rupees Per month)
1	Households	30
2	Flats in Apartment (each flats)	20
3	Govt Quarters (Each Quarters)	30
4	Road Side Vendors Like Tea Stall, Fresh Coconut, Sugarcance, Chat Corners, Parathawalas, Momostalls, other mobile Stalls etc (per day)	20
5	Temporary Daily Shop like vegetable shops on riverside in Uzan Bazar, etc (per day)	20
6	Daily Market like Paltan Bazar, etc (per day)	20
7	Weekly Market like Gorchuk, Boragaon etc (per day)	20
8	Paying Guest Hostel (Per Bed)	50
9	Lodge (per room)	50
10	Coaching Centers, Playgroups, etc	100
11	Creches	100
12	Hotels with food & Lodge (per room)	100
13	Pan Shop- Small	100
14	Fruits, Vegetables & Meat Vendors	100
15	Small Restaurants	200
16	Grocery Shops	200
17	Pan Shop- Big	200
18	Small Beauty Parlours and Saloons	200
19	Hardware Dealers	200
20	Petrol Pumps	200
21	Small Printing Press like Flex printing, DTP, etc	300
22	Flower Shop	300
23	Medical Laboratory / Diagnostic Centers/ Pathological Centers	300
24	Clubs & Gyms	300
25	Govt. & Private Offices	500
26	Non-Residential Schools and Colleges	500
27	Wine Shops	500
28	Small Fast food Corner	500
29	Small Sweet Shops	500
30	Juice Shops	500
31	Medicine Wholeseller	500
32	Medicine Retailers	500
33	Showrooms (Garments, Shoes, Toys,etc)	500
34	Big Beauty Parlours and Saloons	500
35	Other Garages	500
36	Automobile spare parts shop	500
37	Exhibition Theatre & ground etc (per function per day)	500

38	Large Printing Press like Flex printing, DTP, etc	600
39	Dhabas on Highway	1000
40	Furniture Houses	1000
41	Vehicle dealers and Service Centers	1000
42	For dumping of Waste directly at Dumpsite upto 2.0 CuM (per trip)	1000
43	Small Shopping Complexes like Bhrigu Market Ganeshguri, Tewari Market Fancy Bazar, etc	1500
44	Cinema Halls (Small)	1500
45	For dumping of Waste directly at Dumpsite (2.0 -5.0 CuM) (per trip)	1500
46	Hotel without lodging like Maa Kali, etc	2000
47	Small hospitals / Nursing Homes like Borthakur Clinic, Winthrobes, etc	2000
48	Godowns/ Warehouses	2000
49	Restrobar	2500
50	Medium Fast food Corners like J14, Momo Ghar, etc	2500
51	Cinema Halls (Big)	2500
52	Marriage Halls (Per Month Rate)	3000
53	Small Industries	3000
54	Restaurant like Kiranshree, JBs,khorika etc	3500
55	Big Sweet Shops like Govindam, Makhan Bhog, etc	3500
56	News paper office cum press (Like Assam Tribune, Janambhumi etc.)	4000
57	Poultry Farms like UD, Alpina, Lotus,etc	4000
58	Hotel below five star like Vishwaratna, Landmark, Nandan, etc	4500
59	Residential Schools and Colleges like Royal Global	5000
60	Big Shopping Complexes like Big Bazar, Vishal, Pantaloons Hub, Dona Planet, Sohum, etc.	5000
61	Big Fast food Corners like KFC, Dominos, Pizza Huts, etc	5000
62	Big Hospitals GNRC, Down Town, Good Health, International Hospitals, etc	5000
63	Medium Industries	5000
64	Five Star Hotel	8000

Note: The bidders cannot charge more than the above notified rate but has the liberty to collect user charges at the lower rate as deem fit.

CONTRACT AGREEMENT

This **AGREEMENT** entered into on this the ..... Day of ..... Two Thousand and Seventeen at Guwahati for a period of Two years;

BETWEEN

Guwahati Municipal Corporation as **"GMC"** represented by its **"Commissioner"** which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns) having its office at Panbazar, Guwahati-01; OF THE ONE PART

AND

.....
....., (hereinafter referred to as **"the Service Provider"** which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns), OF THE OTHER PART

WHEREAS:

A. Management of Municipal Solid Waste (MSW) is an obligatory function of GMC, under the Guwahati Municipal Corporation Act, 1971 and GMC is presently carrying out these functions.
B. GMC invited competitive bids from eligible bidders to carry out the following activities in accordance with the Solid Waste Management Rules, 2016 (hereinafter referred to as "the Service Contract"):

    a) Door-to-door collections of segregated (wet and dry waste separately) Municipal Solid Waste (MSW) on a daily basis from Area number..……. and transportation of the collected waste to the secondary collection points/Transfer Stations.
    b) Sweeping of arterial roads, streets footpath and pavements and transportation of the same to secondary collection points/ Transfer Stations.
    c) Collection of segregated MSW from the bulk generators and its transportation to secondary collection points/ Transfer Stations.
    d) Collection of User Charges from the households and other commercial establishments as per the rates notified by GMC from time to time.
C. In response, GMC received bids from several bidders and after evaluation thereof, accepted the bid submitted by the Service Provider.
D. In pursuance thereto, GMC hereby grants and authorises the Service Provider to carry out the aforesaid activities in accordance with the terms and conditions of this Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

"Agreement" means this Agreement, and includes any amendments hereto made in accordance with the provisions hereof.

"Applicable Law" means all laws including Solid Waste Management Rules, 2016, Minimum Wages Act 1948, Workmen's Compensation Act 1923, Contract Labour (Regulation & Abolition) Act, 1970, Child Labour (Prohibition and Regulation) Act, 1986 in force and effect as of date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Service contract/the Service Provider.

"Applicable Permits" means all clearances, permits, authorisations, consents and approvals required to be obtained or maintained by the Service Provider under Applicable Law, in connection with the Service contract during the subsistence of this Agreement.

"Contract Period" shall mean a period of 2 (Two) years between 01/09/2017 to 31/08/2019.

"Contract Value" shall mean the Service Fee payable by GMC to the Service Provider during the Agreement Period.

"Force Majeure" or "Force Majeure Event" means an act, event, condition or occurrence as specified in Article 5.

"Material Adverse Effect" means a material adverse effect on (a) the ability of the Service Provider to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

"Parties" means the parties to this Agreement and "Party" means either of them, as the context may admit or require.

"Service Fee" shall mean the fee payable by GMC to the Service Provider during the Agreement Period.

"Termination" means early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement.

"Termination Date" means the date specified in the Termination Notice as the date on which Termination occurs.

"Termination Notice" means the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

1.2 Interpretation

In this Agreement, unless the context otherwise requires,

a. any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
b. references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws which have the force of law;
c. the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity);
d. the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
e. the words "include" and "including" are to be construed without limitation;
f. any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
g. the Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
h. any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
i. references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
j. any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such Party in this behalf and not otherwise;
k. any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates;

1.3 Agreement period

GMC hereby entrust the Service Provider with the task of carrying out the activities set out in Article 2.2 of this Agreement for a period of 2 years from the appointed date (the Agreement period).

Provided that in the Event of Termination, the Agreement Period shall mean and be limited to the period commencing from the appointed date and ending with the Termination date.

ARTICLE 2

OBLIGATIONS OF THE SERVICE PROVIDER

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Service Provider shall have the following obligations to be undertaken during the Contract Period:

2.1 Performance Security

a. The Service Provider shall, for due and punctual performance of its obligations relating to the Service contract, deliver to GMC, simultaneously with the execution of this Agreement, an irrevocable bank guarantee from a nationalised bank or scheduled bank acceptable to GMC, in the form as set forth in Schedule 1, ("Performance Security") for a sum of **Rs. 10,000/-** (Rupees Ten Thousand) only.
b. The Performance Security shall be kept valid for the entire contract period and three months thereafter.

2.2 Obligation of Service Provider

The Service Provider shall carry out the following activities as set out in Article 2 hereto; GMC reserves the right to make changes (addition/Deletion) in the areas included in the package(s) awarded to the Service Provider. The Service Provider shall be responsible for execution of the project and all activities indicated herein.

a. Door-to-door collection of segregated MSW in the Area No. ..... of GMC and transport the same to designated secondary collection points/ transfer stations on a daily basis.
b. Collection of wet MSW on daily basis and dry MSW minimum three days in a week.
c. The Service Provider shall collect the dry waste in the regular basis in the different localities on a specified day of a week so that the dry waste will be collected minimum three days in a week from all the households and commercial establishments.
d. Promote MSW segregation at household and commercial level through awareness campaigns and other suitable means.
e. Collection of waste from doorstep by ringing bell and following a fixed time schedule every day.
f. It is the responsibility of the waste generator to give waste to the primary collection vehicle as per Solid Waste Management Rules, 2016.
g. Use of appropriate door to door collection vehicles like pushcarts, tricycles and auto tippers as per the prevalent MSW Manual prescribed by MoUD and following the Solid Waste Management Rules, 2016.
h. Auto tippers should have a public addressing system to announce about the door to door collection. Pushcarts & tricycles shall have to carry appropriate bell ringing system of permissible decibels to draw attention of the community.

i. The Service Provider shall maintain a record to keep track of the progress of door to door garbage and User Charge collection and the same shall be submitted monthly alongwith monthly bills to GMC else payment will not be processed.
j. Any non-co-operation of public in offering wastes/find littering garbage/user charges shall be brought to the notice of Executive Engineer of the respective Divisions of GMC with sufficient evidence and the same shall be reported to the Authority every month alongwith Action Taken Report by the respective Executive Engineer.
k. The wet waste shall be transferred from Auto Tippers/ Pushcarts/tricycles to the decentralized (Area level) waste processing units and the dry waste shall be transferred to the dry waste collection centres nearby.
l. If there are no decentralized waste processing units, the wet waste shall need to be transferred from Auto Tippers/Pushcarts/tricycles into secondary bins/Compactors/Transfer Stations, so that waste can be transported more economically, efficiently over long distances to the processing facility as per time fixed by GMC.
m. Bio-degradable waste and Non-biodegradable waste shall not be mixed either at the time of collection or transferring the same to the secondary storage point/Transfer Stations.
n. In no case the waste should touch the ground; it is the responsibility of the Service Provider that no waste should be scattered around the secondary collection points/Transfer Stations at any point of time. Particularly, minimum one labourer should be kept at the secondary collection points so that the area around the bins is kept clean.
o. If GMC sets up decentralised waste processing units inside the Area, the Service Provider will be responsible to hand over the segregated waste to the waste processing units situated inside the Area.
p. Waste from all establishments like hotels, vegetable market, vendor, poultry, fish outlets, vivah bhawans, etc shall be compulsorily collected without allowing them to throw the waste at untimely hours near the secondary storage points/Transfer Stations.
q. The personnel deployed for door to door collection of segregated waste shall be provided with identity cards and appropriate protective gears like uniforms, gloves, masks etc. The list of employees engaged by the Service Provider has to be submitted every month to the authority alongwith the bills.
r. The Service Provider shall be responsible to collect waste from the commercial and market areas of the particular localities/Area as fixed by GMC.
s. In the case of removal of construction and demolition waste, the Service Provider will intimate GMC for providing collection vehicle to the spot after realisation of the user charges. Clearing and disposal of the construction and demolition waste will be the responsibility of GMC.
t. In the case of removal of horticulture and garden waste, the Service Provider will intimate GMC for providing collection vehicle to the spot after realisation of the user charges. Clearing and disposal of the horticulture and garden waste will be the responsibility of GMC.
u. Sweeping of arterial roads, footpaths and pavements with the help of long handled brooms to be arranged by Service Provider themselves.

v. The waste by sweeping the roads needs to be collected using pushcart.
w. The street sweeping will be done in the arterial roads by the Service Provider regularly. Street sweeping in the main road will be done by the GMC. GMC will notify the list of main road from time to time to be cleaned by GMC.
x. Night sweeping/cleaning and Transportation shall be envisaged as a routine work at eventful commercial areas.
y. The Service Provider shall sweep the major markets and surrounding areas and ensure cleanliness. The waste so collected shall be transported to the designated secondary collection points/Transfer Stations.
z. The collection, street sweeping and related work shall be done as per the approved Implementation plan set out at Annexure VII and the waste so collected shall be transported on the same day to the designated secondary collection points/Transfer Stations.
aa. Care shall be taken that the sweeping activity does not hinder traffic movement on the roads.
bb. Collect the MSW indiscriminately thrown in public places and transport the same along with the street sweeping waste to the designated secondary collection points/Transfer Stations.
cc. The Service Provider shall remove the MSW and shall clean the litter /community bins on a daily basis during street sweeping and more so during festivals and other community functions by engaging number of labours and vehicles.
dd. The Service Provider shall deploy more numbers of labourers, vehicle and equipments during festival period like durga puja, bihu, biswakarma puja, saraswati puja, ambubasi mela, idd, Christmas and other melas, public meetings etc.
ee. Each worker involved in sweeping activity shall use identity cards, rubberized gloves, reusable masks, brooms, drain scrapers, forks, scrapers and other appropriate tools to perform their duties effectively and hygienically.
ff. The bulk waste generators like Apartments, hotels/ restaurants, marriage halls, social gatherings market waste etc., should be segregated into:
    - Bio degradable and
    - Non- bio degradable waste
gg. The bulk waste generated from such source to be collected in segregated form, the wet waste shall be transported to the designated secondary collection points/Transfer Stations and dry waste shall be transport to dry waste collection centres.
hh. The Service Provider should collect dry-waste generated from the households and commercial establishments regularly and transport the same to the secondary collection points/Transfer Stations.
ii. The Service Provider shall be responsible for informing GMC for clearance and safe disposal of dead stray animals and birds in their jurisdiction within 1 hour to designated locations.
jj. The NGO will collect user charge from each and every households and commercial establishments at the rate approved by GMC. GMC will notify from time to time the user charges to be levied to each category of waste generators.

g) The NGOs shall collect the receipt books of the User Charges paying advance to the Corporation from GMC and use the same to collect user charge. No receipt book will be provided to the NGOs unless advance payment is made.
h) The collection statement as well as the counterfoil of the used receipt books will have to be submitted for verification periodically to GMC.
i) NGOs shall be entitled to receive incentives of 20 % if the amount collected from targeted household is more than 70%.
j) The NGOs shall have to collect user charges from at least 50% of the targeted households; otherwise NGOs shall not be entitled for any due monthly payments from the GMC.
k) A Report on the performance of the NGO from the respective Councillor as per the format shall have to be submitted for processing of the monthly bills.

kk. The Service Provider shall have to engage waste collectors/ sweepers as per the prevalent MSW Manual prescribed by MoUD and have to comply with the Solid Waste Management Rules, 2016 at all times.

ll. The Service Provider shall also be responsible for managing the annual increase in the waste generation due to increase in population and number of households for the entire contract period including roads/ carriage ways including right of way owing to further development of the city.

mm. The Bidder shall submit to GMC an action plan on how the MSW is collected & transported, the routing of Push carts, tricycles and Auto Tippers, and shall give proper directions regarding the same to engage workers & Drivers

nn. The Service Provider has to furnish GMC with the work mobilization chart within 7 days from the date of issue of LOA and before agreement is signed to the satisfaction of GMC, clearly stating how the Service Provider intends to go about with the contract, mentioning the time frame, the methodologies and route map.

oo. The Service Provider shall obtain all necessary and obligatory licences from the concerned authorities and abide by it like labour licence etc. The Service Provider is responsible for maintaining the labour force, as per the applicable laws of the land.

pp. It is the responsibility of the Service Provider to pay all kinds of taxes as per Government Rules on top priority.

qq. The Service Provider shall engage labourers above 18 yrs of age and in no case shall engage child labourers otherwise the Contract Agreement is liable to be terminated.

rr. The Operation of tools and vehicles including POL will be responsibility of the Service Provider at their own cost. Maintenance of these tools, equipments and vehicles will be the responsibility of Service Provider.

ss. Service Provider shall purchase tools, equipments, tricycles, thelas, hand cart etc. from their own source.

tt. The Service Provider shall provide dedicated manpower and the work force should be acceptable by GMC. In case of contingency, the Service Provider should have reserve manpower to deploy as per the requirement.

uu. The Service Provider has to ensure that all the SWM vehicles are washed and disinfected at least once in a week.

vv. The Service Provider shall make all efforts to motivate the workers in the use of all safety equipments and protective gears compulsorily and shall have awareness program periodically.
ww. The Service Provider shall engage requisite number of supervisors and provide them with mobile phones so that they can be contacted. Their mobile number shall be made available to the Ward Committee/GMC Engineers and public.
xx. Prompt attention to complaints, grievances, and emergency situations including festival seasons.
yy. There should be co-ordinated efforts to create public awareness.
zz. The Service Provider shall establish an office in the areas where they operate and the communication facilities shall be made available to GMC officials.
aaa. The Service Provider shall provide a place in each areas to keep the auto tippers/tricycle/ pushcarts etc. in order to avoid the auto tippers /push carts/tricycles etc. from being left on the roadside.
bbb. Report non-compliance of MSW management practices by waste generators to the GMC.
ccc. Maintain a complaint register for registering the grievances of the waste generators and other stakeholders.
ddd. The Service Provider will be at the disposal of the **Ward Committee** headed by the Ward Councillor. The Service Provider will work in close coordination with the Ward Committee. Service Provider will follow the guidelines issued by GMC from time to time.
eee. Any complaints of non-performance shall be liable for the penalty of 5% of the bidding amount for any month and subsequently penalty of 10% for non-performance next time and termination if the non-performance is repeated for the third time.
fff. The Service Provider shall provide Photo identity cards for all its employees indicating the name, address, age, Area number, etc to be authenticated by GMC.
ggg. It will be the responsibilities of the Service Provider to keep a count of Number of Households and Commercial Establishments in their respective Areas. For this purpose, a record in the form of a datasheet must be kept. This datasheet is to be signed by each house owner which is verifiable by GMC.
hhh. The Service Provider shall make an arrangement to clean all the tools, equipments and vehicles once in two days to avoid communicable diseases to workers.
iii. Shall make arrangement for health check up of all workers once in three months.

2.3 General Obligations

The Service Provider shall:

a. Procure all the Applicable Permits at its own cost and expenses and be in compliance thereof at all times during the period of this Agreement.
b. Comply with Applicable Laws at all times during the period of this Agreement.
c. Ensure that all aspects of the Service contract shall confirm to the laws pertaining to environment, health and safety aspects including Solid Waste Management Rules 2016, policies and guidelines related thereto;

d. Shall at its cost and expenses obtain all necessary insurance cover of its employees including accidents, personal injury, damages to third party in case of accidental death/bodily injury, loss or damage to property and so on;
e. Not to sub-contract any part or whole of its obligations.

2.4 Monitoring and Evaluation

a) The Service Provider shall lend the helping hand in all possible aspects to the Divisional Engineers, Zonal Engineers, JTOs, Sanitary Inspectors and Supervisors of GMC from time to time.
b) The Service Provider shall furnish Statutory Auditors Reports every half-yearly and their Annual Reports to the Commissioner, GMC throughout the term of the Contract.
c) The Service Provider shall provide Monthly status report of the SWM activities in their Area to the Commissioner, GMC.

ARTICLE 3

THE GMC's OBLIGATIONS

3.1 In addition to and not in derogation or substitution of any of its other obligations under this Agreement, GMC shall have the following obligations:

a. In case of non-compliance by the generators of MSW, ensure that they comply with MSW management practice as notified by GMC from time to time including:
   i. Practice MSW segregation into organic and inorganic components and handover the same to the employees of Service Provider.
   ii. Do not throw MSW on streets, footpaths and other public area or burn the same.

3.2 General Obligations

GMC shall be:

a. Responsible for providing the Service Provider with auto tipper(s) on one time basis only to be used for primary collection which has to be returned back after the expiry of the contract period or termination of the contract, whichever occurs early.
b. Responsible for notifying the list of main roads to be swept by GMC and remaining roads in the Areas to be swept by Service Provider.
c. Responsible for notifying the schedule of user charge to be collected from each category of waste generators.
d. where appropriate, provide necessary assistance to the Service Provider in securing Applicable Permits;
e. Observe and comply with all its obligations set forth in this Agreement.
f. Resolve disputes, if any, between the Service Provider and the generators of MSW.

ARTICLE 4

PAYMENT TERMS

4.1 Payment of service fee

a. The Service Provider will submit the bill as per the accepted rate for each month against the number of households covered. Accordingly, the Corporation will make the payment to the Service Provider within fifteen (15) working days from the date of receipt of the bill.
b. If the Service Provider is found to have collected the User Charges in receipt other than issued by GMC or have collected User Charges more than the stipulated rate given by GMC, then the agreement is liable to be terminated and the Service Provider will be Blacklisted and appropriate penal actions will be initiated and simultaneously the Performance Bank Guarantee will be forfeited.
c. The NGOs shall collect the receipt books of the User Charges paying advance to the Corporation from GMC and use the same to collect user charge. No receipt book will be provided to the NGOs unless advance payment is made.
d. NGOs shall be entitled to receive incentives of 20 % if the amount collected from targeted household is more than 70%.
e. The NGOs shall have to collect user charges from at least 50% of the targeted households; otherwise NGOs shall not be entitled for any due monthly payments from the GMC.
f. A Report on the performance of the NGO from the respective Councillor as per the format shall have to be submitted for processing of the monthly bills. The Report on the performance shall be collected by the Executive Engineer of the Division from the respective Councillor within 7th day of the next month.
g. All applicable taxes as per Govt of Assam/Govt of India /other state government if applicable will be deducted in the monthly bill of the operator.
h. Payment to the Service Providers shall be made within 15th day of the next month provided all the requisite conditions are fulfilled for processing.

ARTICLE 5

FORCE MAJEURE

5.1 Force Majeure Event

Any of the following events resulting Material Adverse Effect shall constitute Force Majeure Event:

a. earthquake, flood, inundation, landslide,
b. fire caused by reasons not attributable to the Service Provider or any of the employees of the Service Provider for purposes of the Service contract;
c. acts of terrorism, war, invasion, rebellion, riots, military action or civil war; If the Parties are rendered unable to perform any of their obligations under this Agreement because of a Force Majeure Event, save and except as expressly provided in the Agreement, neither Party hereto shall be liable in any manner whatsoever to the other Party arising out of occurrence or existence of any Force Majeure Event.

ARTICLE 6

EVENTS OF DEFAULT AND TERMINATION

6.1 Events of Default

Event of Default means either Service Provider Event of Default or GMC Event of Default or both as the context may admit or require.

a. Service Provider Event of Default

Any of the following events shall constitute an event of default by the Service Provider ("Service Provider Event of Default") except where performance has been prevented by a Force Majeure Event.

i. The Service Provider fails to start the assigned responsibilities w.e.f. 01/09/2017.
ii. The Service Provider is in breach of its obligations under this agreement and has failed to remedy the same within seven (7) days.
iii. The Service Provider voluntarily abandons from the service without intimation.
iv. If the Commissioner receives more than 3 complaints of non-performance in a particular month (after 3 months of probation period) from the Public against the NGO engaged, then the Commissioner reserves the right to terminate the agreement after due verifications and the report and appropriate action may be taken by the Commissioner for termination.
v. If the Service Provider fails to collect 50% of the user charges from the households continuously for 3 months, the contract agreement will be cancelled forthwith.
vi. The Service Provider must submit monthly report of covering of household, commercial establishments along with collection statement of user charges along with their monthly bill.
vii. The Service Provider will be terminated forthwith if the audit objection on any financial anomalies for the NGO is received by the GMC authority.
viii. Service Provider shall submit an internal audit reports of their books of accounts to GMC duly certified by a Chartered Accountant every half yearly. If the internal audit reports are not submitted by the Service Provider, their monthly payments will be held up for want of Audit Report.
ix. Penalty of 5% of the bidding amount shall be charged for non-performance for any month and subsequently penalty of 10% for non-performance next time and termination if the non-performance is repeated for the third time.
x. Any kind of financial irregularities will lead to the outright termination of the Service Provider. The team constituted by the GMC for this purpose to investigate the matter and based on the report of the Committee, GMC will take action for termination and penalty accordingly.
xi. If at any point of time the GMC finds out that counterfeit Receipts are being used by Service Provider, then the Contract Agreement with the Service Provider will be terminated forthwith and Criminal proceedings will be lodged against the Service Provider.
xii. There shall be regular surveying of the Area by the authority or its representative where 30% of the total households will be randomly verified for performance of the Service Provider and out of the 30% if the service to 50% household of the Area is found either irregular or not covered, then the contract agreement will be terminated immediately.

b. GMC Event of Default

Any of the following events shall constitute an event of default by the GMC ("GMC Event of Default"), unless caused by a Service Provider Event of Default or a Force Majeure Event:

i. The GMC has failed to make any payments due to the Service Provider and more than 90 days have elapsed since such default.
ii. The GMC has failed to adhere to any other performance obligations under the Agreement; and the same has not been remedied for more than 60 days of receipt of notice thereof issued by the Service Provider.

6.2 Penalties

In case of a Service Provider Event of Default or non - performance of its obligations, the Service Provider shall pay to the GMC penalty amounts as set out in Clause 6.1 (a).

6.3 Termination due to Event of Default

Termination for Service Provider Event of Default Without prejudice to any other right or remedy which the GMC may have in respect thereof under this Agreement, upon the occurrence of a Service Provider Event of Default, GMC may terminate this Agreement by issuing a termination notice setting out the underlying Event of Default and the termination date. The Service Provider shall continue to perform its obligations under the Agreement till Termination Date.

6.4 Termination Payments

Upon Termination of this Agreement on account of Service Provider Event of Default, the Service Provider would not be entitled to any compensation from GMC and the Performance Security shall be forfeited.

Upon Termination of this Agreement on account of GMC Event of Default, the Service Provider would be entitled to the payments due from the GMC and the Performance Security shall be released.

ARTICLE 7

DISPUTE RESOLUTION

7.1 Amicable Resolution

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement, shall in the first instance be attempted to be resolved amicably by meetings between the Parties.

7.2 Arbitration

Subject to the provisions of Article 7.1, any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two arbitrators appointed by the Parties. The Party requiring

arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other party to appoint its arbitrator. If within 30 days of receipt of such intimation, the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take steps in accordance with Arbitration Act.

Pending the submission of and/or decision on a dispute, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such arbitration award.

The place of arbitration shall ordinarily be Guwahati.

ARTICLE 8

MISCELLANEOUS

8.1 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India and courts at Guwahati shall have jurisdiction relating to all matters arising from this Agreement.

8.2 Amendments

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

8.3 Intent and Effect

Each of the Parties hereto undertakes to fully and promptly observe and comply with the provisions of this Agreement.

8.4 Non-Waiver

No omission or delay on the part of any Party in requiring a due and punctual fulfilment by any other Party of its obligations hereunder shall constitute, or be deemed to constitute, a waiver of any of such Party's rights to require such due and punctual fulfilment and in any event shall not constitute or be construed as a continuing waiver and/or as a waiver of other or subsequent breaches of the same or other (similar or otherwise) obligations of such other Party hereunder or as a waiver of any remedy.

8.5 Binding Effect

Subject to the terms and conditions hereof, this Agreement is binding upon and shall ensure to the benefit of the Parties and their respective successors and permitted assigns.

8.6 Invalid Provisions

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future Law, and if the rights or obligations under this Agreement shall not be

materially and adversely affected thereby, (a) such provision shall be fully severable; (b) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

8.7 Additional Document

Each Party hereto shall promptly execute and deliver such additional documents and Agreements as are envisaged in this Agreement and any other Agreement or document as may be reasonably required for the purpose of implementing this Agreement, provided that no such document or Agreement shall be inconsistent with the spirit and intent of this Agreement

8.8 Counterparts

This Agreement may be executed simultaneously in two counterparts, each of which shall be deemed an original, but both of these shall together constitute one and the same instrument.

8.9 Notices

All notices, requests, demands and other communications made or given under the terms of this Agreement or in connection herewith shall be in writing and shall be either personally delivered, transmitted by postage prepaid registered mail (confirmed and writing by postage prepaid registered mail), and shall be addressed to the appropriate Party at the following address or to such other address or place as such Party may from time to time designate:

To GMC at:

The Commissioner,
Guwahati Municipal Corporation,
Panbazar, Guwahati -781001

To the Service Provider at:

.....

.....

.....

Unless another address has been specified by a Party hereto by written notice thereof to the other Party, any notice, request, demand or other communication given or made pursuant to this Agreement shall be deemed to have been received (i) in the case of personal delivery, on the date of delivery, (ii) in the case of mail delivery, on the date which is fifteen (15) days after the mailing thereof and (iii) in the case of a telex or cable, the date of dispatch thereof.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED
THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED
For and on behalf of GMC by

Commissioner, Guwahati Municipal Corporation,
Guwahati

SIGNED, SEALED AND DELIVERED
For and on behalf of the Service Provider by:

In the presence of:

Schedule 1

PERFORMANCE SECURITY
(PROFORMA OF BANK GUARANTEE)

THIS DEED OF GUARANTEE executed on this the ____day of _____at _____ by _____ (Name of the Bank) having its Head/Registered office at _____ hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of

GMC represented by the Commissioner, and having its office at [insert address of GMC] hereinafter referred to as "GMC", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

A. By the Agreement ("the Agreement") dated ------- entered into between GMC and [insert name of Successful Bidder], having its registered office/ permanent address at [insert address], ("the Service Provider"), the Service Provider has agreed to provide services for management of MSW and street sweeping, (hereinafter referred to as "the Service contract").
B. In terms of the said Agreement, the Service Provider is required to furnish to GMC, an unconditional and irrevocable bank guarantee for an amount of Rs. 10,000.00 [Rupees Ten Thousand only] as security for due and punctual performance/discharge of its obligations under the Agreement, relating to the execution of the Service Contract.
C. At the request of the Service Provider, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Service Provider of its obligations relating to the Service Contract

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by Service Provider of all its obligations relating to the Service contract and in connection with execution of the Service contract as envisaged in the Agreement.
2. The Guarantor shall, without demur, pay to GMC sums not exceeding in aggregate Rs. 10,000.00 (Rupees Ten Thousand Only) within 30 calendar days of receipt of a written demand therefore from GMC stating that the Service Provider has failed to meet its obligations under the Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Service Provider or validity of demand so made by GMC and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Service Provider or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

3. In order to give effect to this Guarantee, GMC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Service Provider or postponement/non exercise/ delayed exercise of any of its rights by GMC or any indulgence shown by GMC to the Service Provider and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by GMC or any indulgence shown by GMC, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
4. This Guarantee shall be irrevocable and shall remain in full force and effect until 2 years unless discharged/ released earlier by GMC in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs. 10,000.00 (Rupees Ten Thousand Only).
5. This Guarantee shall not be affected by any change in the constitution or winding up of the Service Provider/the Guarantor or any absorption, merger or amalgamation of the Service Provider/the Guarantor with any other person.
6. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

SIGNED AND DELIVERED
by _____Bank
by the hand of Shri _____
its _____and authorised official

_____