

# Ahmedabad Municipal Corporation Mahanagar Seva Sadan Solid Waste Management Department

C- Block, 5th Floor, Sardar Patel Bhavan, Danapith, Ahmedabad- 380 001 (O) 079-2535 0841, E-mail: directorswm@gmail.com

**Tender Notice No: 19/2023-2024** 

"CENTRALIZED PROCESSING OF WASTE GENERATED FROM RELIGIOUS PLACES AND FLOWER MARKET FOR PERIOD OF 5 YEARS IN ACCORDANCE WITH THE SOLID WASTE MANAGEMENT RULES OF 2016, FOR WASTE FROM EAST, NORTH, SOUTH & CENTRAL ZONE OF AHMEDABAD CITY"

**VOLUME I: QUALIFICATION BID** 

WEB SITE	www.ahmedabadcity.gov.in or www.tender.nprocure.com
LAST DATE OF SUBMISSION OF TENDER	Date: 14/05/2024 till 6:00 pm.
DATE OF SUBMISSION OF TECHNICAL BID, DOCUMENT FEES,EMD AND OTHER DOCUMENTS IN HARD COPY	Date: 15/05/2024 till 4:00 pm.  The bidder shall also have to submit hard copy of all the documents through reg. AD / Speed post / in person at following address: Director, Solid waste management, 2nd floor, Solid waste Management Office, Prabha lakshmi Urban health centre, Near Kankaria muster station, ved ashram road, Kankaria, Ahmedabad – 380022.
TENDER FEES	Rs. 3,600.00

# Director (SWM)

Solid waste management, 2nd floor, Solid waste Management Office, Prabha Lakshmi Urban health center, Near Kankariya Muster Station, Ved Ashram Road, Kankariya, Ahmedabad

# **Ahmedabad Municipal Corporation** Mahanagar Seva Sadan

Solid Waste Management Department C- Block, 5th Floor, Sardar Patel Bhavan, Danapith, Ahmedabad- 380 001 (O) 079-2535 0841, E-mail: directorswm@gmail.com

# **NOTICE INVITING TENDER:**

TENDER Notice No.	19/2023-24						
Organization Name	Ahmedabad Municipal Corporation						
Department Name	Solid Waste Management						
Name of Work	"CENTRALIZED PROCESS	SING OF WASTE GENERATED					
		S AND FLOWER MARKET FOR					
	PERIOD OF 5 YEARS IN ACCORDANCE WITH THE SOLID						
	WASTE MANAGEMENT RULES OF 2016, FOR WASTE						
	FROM EAST, NORTH, SO	OUTH & CENTRAL ZONE OF					
	AHMEDABAD CITY"						
TENDER Type	Online						
Bidder Nationality	Indian						
Type of Contract	Single Work						
Bidding Currency	Single- Indian National Rupees.						
Joint Venture/Consortium	Not Allowed.						
Schedule of TENDER	Downloading of TENDER	Up to Dt. 14/05/2024 Up to 18:00					
	Documents	Hour					
	Last date of Bid submission.	Date: 14/05/2024 till 6:00 pm.					
	Physical submission of EMD,	15/05/2024 till 4:00 pm					
	documents fee and PQ Bid &	Ahmedabad at Solid Waste					
	Technical Bid of TENDER	Management Department,					
	with PQ Supporting documents	Ahmedabad Municipal Corporation,					
		C- Block, 5th Floor, Sardar Patel					
	Bhavan, Danapith,						
		Gujarat- 380001. through In					
		person/RPAD/Speed Post through					
		postal authority only.					
	Opening of TENDER	16/05/2024 – 11:00 AM ON					
		WARDS at Solid Waste					
		Management Dept., Sardar Patel					
		Bhavan, Danapith, Ahmedabad.					
	Bid validity period	120 days (One hundred and					
		Twenty days) from the date of					
		opening of price bid					
	Project Duration	05 Years					
Payment Details	Documents Fee	Rs. 3,600/- in form of Demand					
		Draft / Pay order from any bank					
		payable at Ahmedabad in the favor					
		of The Commissioner, Ahmedabad					
		Municipal Corporation payable at					
		Ahmedabad.					
		To be submitted to the Office of					
		Director (SWM), SOLID WASTE					
		MANAGEMENT, Ahmedabad					
		Municipal Corporation, 2nd Floor,					
		SWM office, Prabha Laxmi Urban					
		Health Center, Near Kankariya					
		Muster Station, Ved Ashram Road,					
		Kankariya, Ahmedabad - 380022					
	EMD (BID SECURITY)	<b>Rs. 3,00,000/-</b> in form of Demand					
		Draft / Pay Order / Bank Guarantee					

	f 11				
	from any bank as mentioned AMC				
	circular in the favor of The				
	Commissioner, Ahmedabad				
	Municipal Corporation payable at				
	Ahmedabad.				
	To be submitted to the Office of				
	Director (SWM), SOLID WASTE				
	MANAGEMENT, Ahmedabad				
	Municipal Corporation, 2nd Floor,				
	SWM office, Prabha Laxmi Urban				
	Health Center, Near Kankariya				
	Muster Station, Ved Ashram Road,				
	Kankariya, Ahmedabad - 380022				
Performance Security Deposit	For Processing work. Contractor has to submit performance				
	security deposit which shall be 5% of the yearly approved amount				
	for processing work.				
Mode of sending the tender /	By Hand delivery / Registered A.D. or Speed Post / Courier				
relevant documents	addressed to, Office of Director (SWM), SOLID WASTE				
Televant documents	· · · · · · · · · · · · · · · · · · ·				
	MANAGEMENT, Ahmedabad Municipal Corporation, 2nd Floor,				
	SWM office, Prabha Laxmi Urban Health Center, Near Kankariya				
	Muster Station, Ved Ashram Road, Kankariya, Ahmedabad –				
	380022				

Seal and Signature of the Bidder & Date:

#### **Disclaimer**

The information contained in this TENDER including information provided subsequently to Bidder(s) as addendum/clarifications by Ahmedabad Municipal Corporation is provided to Bidder(s) on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.

The purpose of this TENDER is to provide interested parties with information that may be useful to them in submitting their Proposals pursuant to this TENDER. This TENDER includes statements, which reflect various assumptions and assessments arrived at in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TENDER may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who read or uses this TENDER. The assumptions, assessments, statements and information contained in this TENDER, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions: assessments, statements and information contained in this TENDER and obtain independent advice from appropriate sources.

Information provided in this TENDER to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way in this Bid Stage. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TENDER. The issue of this TENDER does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection withor relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

#### 1. GENERAL TERMS & CONDITIONS

The TENDER will be received up to 6:00 pm hrs. on 14/05/2024 through offline TENDER.

- (a) Photocopies the documents must be notarized with a clearly displaying stamp, number and name of the notary.
- (b) All documents claiming the bid shall be submitted in physical format only.
- (c) Addenda/corrigenda to these TENDER documents, if issued must be signed and submitted in physical format.

#### 2. SUBMISSION OF BID: -

- a) The TENDERs will be received up to 4:00 pm hrs. on 15/05/2024 through offline TENDER
- b) "Following Documents shall only be submitted in **HARD COPY** to Ahmedabad Municipal Corporation by all bidders"

#### Envelope – A "Key Submission"

- (i) Earnest Money Deposit as mentioned in the TENDER.
- (ii) Document Fees as mentioned in the TENDER.
- (iii) Solvency Certificate as mentioned in the TENDER.

# **Envelope -B "Qualification Submission"**

- (i) Technical Experience as mentioned in the TENDER
- (ii) Financial Capability as mentioned in the TENDER (Signed CA Certificate showing financial turnover of last three years with UDIN as prescribed in TENDER documents and Signed CA Certificate showing Net Worth with UDIN as prescribed in TENDER document.
- (iii) Forwarding letter
- (iv) GST Registration Certificate
- (v) PAN No.
- (vi) Professional Tax Registration (EC / RC) Certificate
- (vii) Digitally signed Partnership agreement /Partnership deed/Power of Attorney/Board resolution in case of semi -Government / Government organization for biding the TENDER documents etc. (if applicable) (pdf to be uploaded with technical bid)
- (viii) Power of Attorney for signing TENDER document etc.
- (ix) Certificates of successfully completion/ ongoing of work issued by competent authority for the works mentioned in Qualification Criteria for bidder as mentioned in TENDER document.
- (x) List of work on hand / completed
- (xi) Documents required as per checklist / annexure attached in TENDER document.
- (xii) Addendum Corrigendum(s) duly signed and sealed (if any).
- (xiii) Undertaking For not blacklisted on Rs. 300/- Stamp Paper.
- (xiv) Undertaking on Rs. 300/- Stamp Paper.
- (xv) Affidavit on Rs. 300/- Stamp Paper.
- (xvi) Declaration
- (xvii) TENDER Document Duly signed and sealed on each pages.
- (xviii) Site visit certificate on bidder's letterhead.
- (xix)Undertaking on EMD Surrender on Rs. 300/- Stamp Paper.
- (xx) Checklist

- (d)TENDER Notice No., Due Date, Name of Work, and Name of bidder/Contractor with Address must be specified on all above covers.
- (e) No delay on account of any case for receipt of TENDER shall be entertained. TENDERs received or due to be received after the time limit is over will not be accepted and if inadvertently accepted will not be opened and will be returned unopened. The TENDERs which may get opened before the due date with no indication having been given on the outside of the envelope are liable to be rejected.
- (f) The TENDER must contain the name, address and residence and place of business of the persons submitting the TENDER and must be signed and sealed by the Bidder with his usual signature.
- (g) The TENDERs by Corporation/Companies must be signed with the legal name of the Corporation/Company by the president/or by the secretary or other person or persons legally authorized to bind the company in the matter.

#### 3. OPENING OF TENDER: -

Bidders who wish to remain present at Ahmedabad Municipal Corporation, Solid Waste Management Department at the time of TENDER opening can do so. Only one representative of each firm will be allowed to remain present. The date and time of opening of TENDER will be imitated later to technical qualified bidders.

Dy. Municipal Commissioner, (SWM) Ahmedabad Municipal Corporation

# 4. QUALIFICATION/ELIGIBILITY CRITERIA

Following are the minimum requirement for Qualifying in the Technical bid of the tender.

**A.** Only duly registered Firm/Company can submit Bids. Provide Certificate of Registration. (GST / IT etc.)

# 1. Registration.

The bidder shall have the following registrations and details of the same be provided in the Technical Bid:

- i). PF registration.
- ii). ESIC Registration
- 2. Experience Tenderer who is having experience for MSW processing work contractor can take part in the tender for which necessary documentary proof should be enclosed with tender. Necessary documentary proof shall be attached with the tender.
- 3. Certificate from Chartered Accountant about turn over must be attached.

#### 4. Financial Criteria:

The Tenderer should meet the financial criteria as set out below:

- a. The Tenderer should submit data for the F.Y. 2020~2021, 2021~2022 and 2022~2023 year. CA certificate must also be attached with tender. The tenderer should have an average annual turnover of atleast 30% of Estimated value of tender. The Average Annual financial turnover of the tenderer during the last 3 financial years, ending 31/03/2023 should be at least 30 Lakhs (Thirty Lakhs only).
- b. The tendererer / Companies must have solvency certificate of Nationalized / Schedule Bank / Banks as per AMC Circular amounting to not less than 20% of estimated value of tender. Bank Solvency amounting to not less Rs. 20 Lakh. is required. The solvency certificate issued shall not be older than one year.

# 5. Work Experience Criteria as service Provider

The tenderer should be the service provider for MSW processing work and having at least Two years for above referred work. Necessary documentary proof shall be attached with the tender. A detail showing all works of similar types and magnitude or as mentioned below.

He must be having the Experience of successfully completed similar work/s for at least two years during last 7 years ending 31-03-2024;

a. Three similar works which should not be less than  $0.4\ MT/\ Day\ \&\ value\ (i.e.\ not\ less than\ Rs\ 40,00,000/-$  .

or

b. Two similar works which should not be less than 0.5 MT/Day & value (i.e. not less than R s. 50,00,000/-.

or

c. One similar work which should not be less than 0.8 MT/Day & value (i.e. not less than Rs. 80,00,000 /-.

**Similar work means** providing services as service provider for municipal solid waste Processing work either on rental basis or by providing their own Machineries /

under O & M contract mechanism / under integrated waste management project by using any type processing plant (trommel plant/MRF facility/compost/Bio CNG plant etc.) of any type either on rental basis/contract basis Processing Work by any technology in any Central govt. organization/ State govt. organization / AMC / Municipal Corporations or any other Agency of Government of India or any of the State Governments / ULBs / Govt / Institute / Municipal Authority etc.

- 6. The tenderer shall furnish a satisfactory performance certificate for service providing work from the past/ current customers for at least One work with details & it's working together with self-attested copies of order/s received from those client/s.
- 7. All related duly self attested documents like work order, performance certificates, etc. shall be submitted with the tender. The tenderer shall furnish satisfactory performance certificate for the work executed by him. Necessary documentary proof shall be attached with the tender.
- 8. The tenderer shall furnish the list of Municipal corporations /ULBs /Institutions etc. with Address & Tel. no. to whom Services have been rendered during the preceding seven years along with numbers of equipment's.

# **Special Notes**

# 9. Disqualification

Disqualification Even though the Applicants meet the above criteria, they are subject to be disqualified if Applicant or any of its constituent partners have: - Made misleading or false representation in the forms, statements, and attachments submitted; or - Been debarred or terminated or blacklisted (and effect is continue on due date of this tender) by Central Govt. organization / State Govt. organization / AMC / Any Municipal Corporation / ULBs

In case of a proprietary firm, partnership, private ltd, limited firm the following are the disqualification in case of failure to disclose information by partners or the proprietor:

- (i) If, any of the directors, partners or the proprietor is debarred / blacklisted by Central govt. organization / State Govt. organization / ULB / Any Municipal Corporation / AMC or any other Agency of Government of India or any of the State Government.
- (ii) If, any of the directors, partners or the proprietor has a criminal history or has been convicted by any court of law for any of the offenses under any Indian laws.
- (iii) If, any criminal proceeding is pending in any court of law in India against any of the directors, partners or a proprietor and if any such proceeding culminates into conviction.
- (iv) If, any criminal proceeding is pending in any court of law in India against any of the directors, partners or a proprietor and if any such proceeding culminates into conviction.

However; merits of such actions will be reviewed by Municipal Commissioner; AMC (If need be) and can take decision accordingly after review, which will be final & binding to all tenderer.

Note: The experience as sub contractor shall not be considered

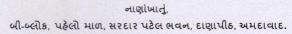
Contractor's Sign With seal

Director (SWM)
SOLID WASTE MANAGEMENT.
Ahmedabad Municipal Corporation

#### APPROVED LIST OF BANKS



# અમદાવાદ મ્યુનિસિપલ કોર્પેરિશન





નાણાં ખાતું સરક્યુલર નં.:- 03 તા.28/04/2023

સંદર્ભ :- નાણાં ખાતાના સરકયુલર નં. ૧૦.તા.૦૧/૦૬/૨૦૨૨

આથી તમામ ખાતાના વડા અધિકારીશ્રીઓ/એકાઉન્ટશ્રી તથા ભિલકલાર્કશ્રીને જણાવવામાં આવે છે કે, સિકયુરિટી ડીપોઝીટ તેમજ અર્નેસ્ટમની ડીપોઝીટ સ્વીકારવા બાબતે રાજય સરકારશ્રી દ્વારા મંજૂર થયેલ બેંકોની યાદીમાં નાણાં વિભાગના જી.આર. નં. EMD/4/2022/0002/ DMO Dt. 20/05/2022મુજબ સુધારો કરી નવી યાદી બહાર પાડવામાં આવેલ છે.

રાજય સરકારશ્રીના નાણાં વિભાગના જી.આર. EMD/4/2022/0002/ DMO Dt. 20/05/2022 દ્વારા સિકયુરિટી ડીપોઝીટ તેમજ અર્નેસ્ટમની ડીપોઝીટ માટે મંજૂર થયેલ બેંકોની યાદી અંગે ડે.મ્યુન્નિ.કિમેશનરશ્રી(નાણાં)ની મળેલ મંજુરી ઠ.નં.૨૭ તા.૦૪/૦૩/૨૦૨૩ મુજબના સદરહુ પરિપત્ર પ્રસિધ્ધ થયા તારીખ બાદથી તા.૩૧/૦૩/૨૦૨૪ સુધી અથવા રાજય સરકારશ્રી દ્વારા આ બાબતે અન્ય જી.આર પ્રસિદ્ધ કરવામાં આવે ત્યાં સુધી એનેક્ષર-I માં જણાવેલ બેંકોની બેંકગેરંટી સીકયુરીટી ડીપોઝીટ તથા ઇ.એમ.ડી. સ્વરૂપમાં સ્વીકારવામાં આવશે.

અમદાવાદ મ્યુનિસિપલ કોર્પોરેશનના તમામ ખાતાઓ દ્વારા મેળવવામાં / સ્વીકારવામાં આવતી બેંક ગેરંટીની ઓથેન્ટીસીટીની અધિકૃત ચકાસણી કરીને / કરાવીને જરૂરિયાત મુજબના કન્ટ્રોલ પ્રોસીજર સેટઅપ કરવાના રહેશે. તેમજ સરકારશ્રીના જી.આર અન્વયે ડે. મ્યુનિસિપલ કમિશરશ્રી (ફાયનાન્સ) ની મળેલ મંજૂરી મુજબ માત્ર અમદાવાદ શહેરની તથા અમદાવાદ સિવાયના અન્ય શહેરની હોય અને તે બેંક ગેરંટી અમદાવાદ સ્થિત સબંધિત બેંકની શાખા દ્વારા અધિકૃત કરાયેલ હોય તો નીચે જણાવેલ બેંકોની શાખાઓની બેંક ગેરંટી સ્વીકારવામાં આવશે. નાણાંખાતા દ્વારા ઉપરોક્ત સંદર્ભમાં જણાવેલ પરિપત્રોની અન્ય તમામ શરતો યથાવત રહેશે.

# ANNEXURE-I

- C. Guarantees issued by following banks will be accepted as SD/EMD on permanent basis.
  - All nationalized Banks
- D. Guarantees issued by following banks will be accepted as SD/EMD for the period up to March- 31, 2024. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

# 1Commercial Banks :-

- 1. A U Small Finance Bank
- 2. Axis Bank
- 3. City Union Bank
- 4. DBS Bank India Limited
- 5. DCB Bank
- 6. Equitas Small Finance Bank
- 7. Federal Bank
- 8. HDFC Bank
- 9. ICICI Bank
- 10.IndusInd Bank
- 11.Kotak Mahindra Bank
- 12 Standard Chartered Bank
- 13. Tamilnadu Mercantile Bank
- 14.Bandhan Bank
- 15.BNP Paribas
- 16.CSB Bank
- 17.HSBC Bank
- 18.Karnataka Bank
- 19.Krur Vysya Bank
- 20. South Indian Bank
- 21. Utkarsh Small Finance Bank

# 2 Co-operative and Rural Banks Of Gujarat:-

- 1. The Ahmedabad Mercantile Co-operative Bank Limited
- 2. Kalupur Commerical Co-operative Bank Limited
- 3. Nutan nagrik Sahakari Bank Limited
- 4. Rajkot Nagarik Sahakari Bank Limited
- 5. Saraswat Co-operative Bank
- 6. Saurashtra Gramin Bank
- 7. The Gujarat State Co-Operative Bank
- 8. The Mehsana Urban Co-operative Bank Limited
- 9. The Surat District Co-operative Bank
- 10. The Surat Peoples Co-operative Bank
- 11.SVC Co-operative Bank LTD.

સહીઃ ચીફ એકાઉન્ટન્ટ

# **Annexure – 1: Information Regarding the Applicant / Contractor**

A.	Name of the applicant / contractor	:
В.	Address of the applicant / contractor	:
C. Mob Fax E-m		: : :
D.	Registration no., date & authority	:
E.	Name & particulars of the authorized representative for : the details furnished here under	
F.	Type of organization, including particulars of Proprietor / Partners / Directors: (Sole Proprietorship, Partnership,Private Ltd., Co-Operative Body, etc.) (Attested copy of deeds of Memorandum of Associationshall be enclosed.)	
01 02 03 04 05		
G.	P.F. Registration Certificates :	
Н.	I. T. PAN no. :	
l.	Name and address of the bankers :	
J.	Bank Facilities available	
- - -	Overdraft : Guarantees : Letters of Credit : Others	
K.	Experience: Experience of having successfully completed similar works during the last 07 01.04.2016 to 31.03.2023	' years, i. e.
	Signature of the Contractor	

#### Annexure – 2: Declaration of the applicant

Name of Work: "CENTRALIZED PROCESSING OF WASTE GENERATED FROM RELIGIOUS PLACES AND FLOWER MARKET FOR PERIOD OF 5 YEARS IN ACCORDANCE WITH THE SOLID WASTE MANAGEMENT RULES OF 2016, FOR WASTE FROM EAST, NORTH, SOUTH & CENTRAL ZONE OF AHMEDABAD CITY"

I / We agree that all the clause, information mentioned in this tender document are correct as per my knowledge and I / We have read and understood all the terms and conditions mentioned in document carefully. I / We abide to agree and follow to the terms and conditions stated in the tender.

I/We agree that we have no objection if inquiries are made about our works, its related areas and any other inquiry regarding all details, projects and works listed by us in the prequalification document at any state.

I / We, hereby, certify that I / we are / are not partner(s) in any firm(s) or am / are not connected with any firm (s), which has / have been blacklisted in any State, C.P.W.D., M.E.S., or Railways or any Corporation.

I/We, the owner / proprietor/ partners of this firm, give an undertaking, hereby, that we are jointly and severally responsible to meet all the liabilities over and above the business of this firm and make good the above financial loss sustained by the Ahmedabad Municipal Corporation as a result of our abandoning the Work entrusted to us, i.e. this firm.

I / We, hereby, declare that I / we have made myself / ourselves thoroughly conversant with the local conditions regarding all Materials: and labour, on which I / we have based my / our rates for this TENDER. The specifications and leads on this work have been carefully studied and understood before submitting this TENDER. I / We undertake to use only the best Materials: approved by the Engineer-in-Charge or his duly authorized representative during execution of the work and to abide by his decision.

I / We hereby certify that all the statements made and information supplied in the enclosed formats A to K is true and correct. I also understand that in case of false /misleading information, corporation is entitled to take any civil & criminal punitive action against me/us.

Signature of Applicant

Date:-	Name of Tenderer:-
Place:-	Sign / Stamp

# **Annexure –3: General Information**

All individual firms are requested to complete the information in this form. Individual information should be provided for all owners, directors or applicants that are partnerships public / Pvt. Ltd. or individually owned firms.

1	Name of firm:					
2	Type of firm: Proprietary/ Partnership/ Pvt. Ltd./Public Ltd/NGO					
3	Head office address:					
4	Local office address (if any):					
5	Authorised Person:					
6	Mobile:	Contact:				
7	Landline:	Contact:				
8	Facsimile:	Fax:				
9	E-mail:					
10	Place of incorporation / registration:	Year of incorporation / registration:				
11	Main lines of business:					
	1.	Since:				
	2.	Since:				
	3.	Since:				
	4.	Since:				

# Annexure -4: Audited Financial Statements

Statement showing Average Annual Financial Turnover during the last 03 years, ending on 31.03.2023

Financial analysis, Details to be furnished duly supported by figures in balance sheet / profit and loss account for the last three years duly certified by the Chartered accountant, as Submitted by the applicant to the income Tax Department copies to be attached.

Year	Turnover Amount Rs.
2020-2021	
2021-2022	
2022-2023	

Signature of the applicant with full address

#### Note:

- 1. Figures to be taken from audited balance sheets.
- 2. Copies of the balance sheet to be attached

# Annexure -5: statement showing similar works completed in the last 07 years, i.e. from 01.04.2017 to 31.03.2024

[Use a separate sheet, if necessary]

Sr. No.	Name of Department/ Client with Address	Name of the Work	Estimated cost of the work put to tender Rs.	Tendered amount Rs.	Date of award of the contract	completi as per co dateof c of the	t Date of on of work ontract and ompletion work, if pleted	
						Target date	Completio n date	
1	2	3	4	5	6	7a	7b	8

Note :- Attested copies of work order and completion certificates form client (Not belowthe rank of Class I level officer/Executive Engineer) have to be attached.

Signature of the bidder with full address.

# Annexure –6: Statement showing existing commitments & ongoing works

[ Use a separate sheet, if necessary ]

# A. ONGOING WORKS

Sr. No.	Name of Department/ Client with Address	Name of the Work	Value of the contract in Rs.		Scheduled Date of completion of work as per contract	Value of Remaining work to be completed	Anticipated date of completion	Remarks explaining reason for delay, if any
1	2	3	4	6	7	8	9	10

#### B. COMMITMENTS

Sr. No.	Name of Department/ Client with Address	Name of the Work	Value of the contract in Rs.	Time period	Date on which decision is expected	Remarks
1	2	3	4	6	7	

Note :- Attested copies of work order and completion certificates form client (Not belowthe rank of Class I level officer/Executive Engineer) have to be attached.

Signature of the Bidder with full Address.

# Annexure –7: History of litigation

#### NAME OF APPLICANT:

(To be given on the Rs. 300 amount of stamp paper approved by Government of Gujarat with Applicable Article signed by authorized notary)

Applicant should provide information on any history of litigation or arbitration resulting from contract executed in the last 7 years of currently under execution.

Applicant should provide information on any history of litigation or arbitration resulting from contracts with Any Municipal corporation, ULBs, Central Govt, State Govt, Govt Authority etc.

Year	Award for or against Applicant	Name of client, cause of litigation and matter in dispute	Disputed Amount (Current Value in Rs.)	Actual Awarded Amount in Rs.	Dispute under Execution	Amount in arrears if to be paid as per the document from Govt. Department Organization

**Note:** If the information to be furnished in this schedule is not given and come to the knowledge of AMC subsequently and found against tender terms it will result in disqualification of the bidder.

Also submit latest status along with documentary evidences.

# **Annexure –8: Undertaking**

# Photographs of Partners / Managing Director / Proprietor / Directors / Power of attorney holders

- I/We agree that the decision of the Ahmedabad Municipal Corporation in pre- qualification/selection of applicants/contractor, Phasing of work and in any other project related matter, will be final and binding to the me/us.
- 2 All the information and date furnished herewith are correct to my/our best of knowledge.
- I/We agree that I/we have no objection if inquiries are made about our works, its related areas and any other inquiry regarding all details, projects and works listed by us in the pre-qualification document at any state.

Signature with seal of the company

# Annexure -9: AFFIDAVIT \* Rs. 300 Stamp

# **DECLARATION OF THE BIDDER:**

1.0	true an	d corre		erstand	that in ca	ase of wro	ongful/false information, corporation st me/us.	
	2.0	The	undersigned	also	hereby	certifies	that neither our firm M nor any of its constituent partner	
	director has bee			any wo	ork in Ind	ia nor any	contract awarded to us for such wo	
3.0	or publinecessa	The undersigned hereby authorize(s) and request(s) any bank, person, authorities, Government or public limited institutions, firm or corporation to furnish pertinent information deemed necessary and requested by the AMC to verify our statements or our competence and general reputation.						ned
4.0	The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the AMC.							
5.0	or inver- with the financial individual informations	The AMC and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Affidavit will also serve as authorization to any individual or Authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in the Tender or with regard to the resources, experience and competence of the Applicant.						
	the local based is carefull best ma	al cond my / o y studi aterials	litions regarding ur rates for the ed and understo	g scope is tende ood befo ne Engi	of worker. The sore submineer inch	, all materi pecification tting this te arge or his	ourselves thoroughly conversant will ourselves thoroughly conversant will on which I / We have have been and leads on this work have been only a duly authorized representative dur C.	ave een the
	Signed	by the	Authorized sign	atory o	f the firm			
	Title of	the off	ïce					
	Name o	of the fi	rm					
	Date					_		
			davit format as ly notarized.	indicate	ed above t	to be furnis	shed on non-judicial stamp Paper of	

# Annexure –10: Site Visit Certificate

I/we	, autl	norized	repre	esenta	tive	of
M/s	_have	visited				
Municipal Solid Waste processing for minimum 1 TPD for 5	years.					
We have inspected and evaluated the existing site with reference conditions, sub-soil water table, cutting-filling/leveling, resexisting structure, shifting of services, fire and smoke comodifications to the proposed ground level of the land, if required the subsequent cost shall be borne by us.	moving ondition	g debris n of site	and and e, if	demo any e	lition etc. A	n of Any
We have also visited the existing processing plant at Site structure, accessibility, etc. at the Site. We have submitted to about the local conditions, local costs, Maintenance Cost etc.						
We are herewith enclosing the geotagged photograph as a document showing that the site is visited by us / our firm, an site situation.	•					•
Sign of the applicant						
Environn Solid Was		•	•			

### Annexure –11: Format for Bank Guarantee for Bid Security (EMD)

B.G. No. Dated:

- In consideration of you, \*\*\*\*\*, having its office at \*\*\*\*\*, (hereinafter referred to as the 1. "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive registered office at...... (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the \*\*\*\* Project on basis (hereinafter referred to as "the Project") pursuant to the Document dated..... issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at...... and one of its branches at ...... (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause of the Tender Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the entire tender Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. \*\*\*\*\* (Rupees \*\*\*\*\* only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
- 2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
- 3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Bid Document for ( Name of Tender) . . . . . . . . . . . . . . . . . . Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \*\*\*\*\* (Rupees \*\*\*\*\* only).
- 4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (One Hundred eighty days) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- 5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
- 6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- 7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way

the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other Bid Document- for ( Name of Tender) . . . . . . . . . . . . . in the State of Gujarat person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

- 8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
- 10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
- 11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
- 12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
- 13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\* (Rupees \*\*\*\*\* only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [\*\*\* (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by	. Bank		
By the hand of Mr./Ms official. (Signature of the Authorized Si		and authorized	
(Official			Seal)

# Annexure –11: Important Instruction to Bidder.

Affix latest passport size photo of bidder					
2.		Specimen Signature	of the Contractor		
1	2	3	4		
	AFFIX LATEST PASSPORT SIZE PHOTOGRAPH OF ALL PARTNERS IN CASE OF PARTNERSHIP AGENCY				

Specimen signature of all partners in case of partnership agency. Submission of Registered Agreement is compulsory in case of partnership agency.

i	
ii	
iii	
iv.	

- 1. Submission of GST certificate, with proof of residence is compulsory for Bidder.
- 2. The Photograph and specimen signature of contractor will be cross checked, whenever contractor receives payment in account section of AMC.
- The specimen signature of contractor will be cross checked by Account Department of AMC, in case of
  representative of Contractor along with letter of authority of a person who signed an agreement,
  receives payment.
- 4. All partners of bidder should put their specimen signature at the relevant places in the TENDER. A Passport size photograph of all partners who have signed the TENDER shall be affixed in the TENDER.

The successful bidder shall be required to execute necessary agreement wherein the same partners shall put on their signatures.

Signature of The Contractor

# Annexure –12: Undertaking for not black listed

I/WeAddress
been banned/suspended business dealings with the any (Government/Semi Government/Public
Sector Undertaking/Public limited)company.
The information given above is true to the best of my knowledge.
I/We agree that if any notice in future, my/our bid/TENDER shall be rejected/terminated.

SIGNATURE AND SEAL OF THE CONTRACTOR

NAME AND ADDRESS:

Note: The UNDERTAKING format as indicated above to be furnished on non-judicial stamp Paper of Rs.300.

It is mandatory to submit this annexure through hardcopy. (Notarized copy).

# Annexure –13: Undertaking on EMD Surrender

NAME OF WORK: - "CENTRALIZED PROCESSING OF WASTE GENERATED FROM RELIGIOUS PLACES AND FLOWER MARKET FOR PERIOD OF 5 YEARS IN ACCORDANCE WITH THE SOLID WASTE MANAGEMENT RULES OF 2016, FOR WASTE FROM EAST, NORTH, SOUTH & CENTRAL ZONE OF AHMEDABAD CITY"

I / We the work described in the schedule below subject to the co	_the undersigned do hereby TENDER forcarrying out ndition annexed.
Should this TENDER be accepted I / we hereby a	agree to abide by and to fulfill all the terms and
provisions of specifications and conditions of conduc	ct annexed hereto so far as they are applicable and
default thereof forfeit and pay to Corporation the sum	n of money mentioned in the said conditions.
The Earnest Money Deposited by me / us with TEN	DER may be forfeited to the said corporation if I /
we do not deposit the full amount of security depo	sit in accordance with the clauses (1) of the said
conditions of contract, otherwise the said sum of Rs.	
any account of such security as foresaid.	

Note: The UNDERTAKING on EMD Surrender format as indicated above to be furnished on non-judicial stamp paper of Rs.300.

#### Annexure –14: TENDER for works

I/We hereby TENDER for the execution for the Ahmedabad Municipal Corporation (herein before and herein after referred to as " Ahmedabad Municipal Corporation ") of the work specified in the memorandum within the time specified in such memorandum at the TENDER and in accordance in all respects with the specification, designs, drawings, and instructions in writing referred in the conditions of contract.

Should this TENDER be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto so far as applicable, and in default thereof allow to forfeit and pay to Ahmedabad Municipal Corporation in office the sums of money mentioned in the said conditions.

Receipt NoRs.	_datedfrom A	hmedabad Municipal Co	rporation in respect of the sum of
	(Rupeesonly)/ A	crossed order cheque of I	Rs(Rupees
only) No	dated_on the_in favor	of the Ahmedabad Mu	unicipal Corporation is herewith
forwarded repres	senting the earnest mone	y the full value of which	h is to be absolutely forfeited to
Ahmedabad Mu	nicipal Corporation show	ild I/We not deposit the	full amount of security deposit
specified in the N	Memorandum, in accordan	ace with Clause 1 of the sa	aid conditions.
Contractor:			
Address:			
Dated the	day of	2024 (Witne	ss)
(Address) (Occup	pation)		
The above TEN Corporation.	DER is hereby accepted	by me on behalf of the	Ahmedabad Municipal
Director (Solid V	Vaste Management Depar	tment),Ahmedabad Munic	ipal Corporation
Dated	day of	2024	

# **Annexure –15: Checklist**

Sr. No.	Particulars	Hard Copy submission	Please mark for submission
1	Forwarding Letter	Yes	Subilission
	Document Fee	Yes	
	EMD	Yes	
	GST Registration Certificate	Yes	
	PAN No.	Yes	
	Professional Tax Registration (EC / RC) Certificate	Yes	
7	Digitally signed Partnership agreement /Partnership deed/Power of Attorney/ Board resolution in case of semi -Government / Government organization for biding the TENDER documents etc. (if applicable) (pdf to be uploaded with technical bid)	Yes	
8	Power of Attorney for signing TENDER document etc.	Yes	
9	Photograph of each partner or as the case maybe	Yes	
	Solvency Certificate from bankers of Nationalized / Scheduled Bank for Amount. <b>Rs. 20,00,000/-</b>	Yes	
11	Signed CA Certificate showing financial turnover of last three years with UDIN as prescribed in TENDER document (pdf to be uploaded with technical bid)	Yes	
12	Signed CA Certificate showing Net Worth with UDIN as prescribed in TENDER document (pdf to be uploaded with technical bid)	Yes	
13	Certificates of successfully completion of work issued by competent authority for the works mentioned in Qualification Criteria for bidder as mentioned in TENDER document.	Yes	
14	List of work on hand / completed	Yes	
	Documents required as per checklist / annexure attached in TENDER document.	Yes	
	Addendum Corrigendum(s) duly signed andsealed (if any)	Yes	
17	List of Technical Personnel	Yes	
	Undertaking For not blacklisted on Rs. 300/- Stamp Paper	Yes	
	Undertaking on Rs. 300/- Stamp Paper	Yes	
	Affidavit on Rs. 300/- Stamp Paper	Yes	
	Declaration	Yes	
	TENDER Document Duly signed and sealed on each pages	Yes	
	Site visit certificate on bidder's letterhead.	Yes	
	Undertaking on EMD Surrender on Rs. 300/- Stamp Paper.	Yes	
25	Statements A to Op	Yes	
26	Checklist.	Yes	

# Ahmedabad Municipal Corporation

#### 1.0 TENDER NOTICE

"CENTRALIZED PROCESSING OF WASTE GENERATED FROM RELIGIOUS PLACES AND FLOWER MARKET FOR PERIOD OF 5 YEARS IN ACCORDANCE WITH THE SOLID WASTE MANAGEMENT RULES OF 2016, FOR WASTE FROM EAST, NORTH, SOUTH & CENTRAL ZONE OF AHMEDABAD CITY".

- 1. The Municipal Commissioner, Ahmedabad Municipal Corporation, invites detailed bid from interested parties for the Tender for "CENTRALIZED PROCESSING OF WASTE GENERATED FROM RELIGIOUS PLACES AND FLOWER MARKET FOR PERIOD OF 5 YEARS IN ACCORDANCE WITH THE SOLID WASTE MANAGEMENT RULES OF 2016, FOR WASTE FROM EAST, NORTH, SOUTH & CENTRAL ZONE OF AHMEDABAD CITY"
- 2. Sealed tenders, for the above work are invited from the bidders. Detailed PQ criteria are mentioned in tender. All necessary documentary evidence shall be submitted along with the tender.

#### **GENERAL DETAILS OF WORKS**

Name of work: "CENTRALIZED PROCESSING OF WASTE GENERATED FROM RELIGIOUS PLACES AND FLOWER MARKET FOR PERIOD OF 5 YEARS IN ACCORDANCE WITH THE SOLID WASTE MANAGEMENT RULES OF 2016, FOR WASTE FROM EAST, NORTH, SOUTH & CENTRAL ZONE OF AHMEDABAD CITY"

Tender Fee (Non-refundable) **Rs 3,600/-**Earnest Money Deposit (EMD) **Rs 3,00,000/-**

Last date of submission of online bid. 14/05/2024 through E tendering only, Address for submission of the Tender fee, EMD and supporting tender documents (if any):

#### Director (SWM),

SOLID WASTE MANAGEMENT,

Ahmedabad Municipal Corporation,

2nd Floor, SWM office, Prabhalaxmi Urban Health Center, Near Kankaria Muster Station, Ved Ashram Road, Kankaria, Ahmedabad - 380022

Bid (Technical) Opening Date: 16/05/2024 11:00 AM onwards.

#### DOWNLOAD OF TENDER DOCUMENT

The tender document for these work are available on website https://amc.nprocure.com or www.tender.nprocure.com

The bidder shall pay the Tender Fee to the Ahmedabad Municipal Corporation and shall have to attach the Demand draft / Pay order issued by any Nationalized Bank/Schedule bank/Banks mentioned in AMC circular, in favor of Municipal Commissioner, payable at Ahmedabad shall be attached with the Pre-qualification Document.

#### **EARNEST MONEY DEPOSIT**

The aforesaid BID must be accompanied by the EARNEST MONEY DEPOSIT as specified in 'General Details of Work' section above. The Bid Security shall be in form of a crossed demand draft / pay orders in favor of "The Municipal Commissioner; Ahmedabad

Municipal Corporation of any Bank as mentioned in AMC circular and payable at Ahmedabad

#### SUBMISSION OF TENDER

The completed Tender document shall be submitted at the following address through e tendering only.

Tender copy shall be accompanied by EMD in the form of Demand draft/ Pay order of any Bank as mentioned in AMC circular only in favor of Municipal Commissioner, Ahmedabad. The tenders not submitted in line with the tender clauses and without Tender fee and EMD in the form specified, will be out rightly rejected. The Technical bid of only those bidders will be evaluated who have remitted tender fees and submitted EMD.

#### **OPENING OF TENDER**

The Technical bid of package will be opened as mentioned in 'General Detail of Work' Section above, if there is any change, same will be conveyed to tenderers. Intending bidders or their authorized representative who wish to participate in tender opening can remain present on the due date and time. Price Bids / Financial bids of only those bidders will be opened, who are successful in the qualification Criteria and the Technical Evaluation. The date for price bid opening shall be informed to the successful bidders at a later date after evaluation of technical bids.

- Tender (a complete set of bidding document) fee shall be **Rs. 3,600/-** .in the form of Demand Draft/ Pay Order from any Nationalized Bank/Schedule bank/Banks mentioned in AMC circular in favor of MUNICIPAL COMMISSIONER, Ahmedabad, payable at Ahmedabad, which shall be non refundable. The fees shall be paid to the Office of Director (SWM), Solid Waste Management, and AMC. Ahmedabad.
- The tenders are uploaded on AMC's website www.ahmedabadcity.gov.in or https://amc.nprocure.com.
- Interested Bidders fulfilling the qualifying criteria shall fill online tender on www.tender.nprocure.com up to 14/05/24 06:00 PM tender fees as mentioned above shall be paid by the bidder to Office of Director (SWM), Solid Waste Management, AMC. Ahmedabad.
- All bids must be accompanied by Bid Security of the amount specified for the Works in the above Table payable at Ahmedabad and drawn in favor of Commissioner, Ahmedabad Municipal Corporation, Ahmedabad. Bid Security will have to be in any one of the forms as specified in the tender documents.
- All Relevant supporting Documents of Bids must be delivered to Office of Director (SWM), Solid Waste Management, Ahmedabad Municipal Corporation, 2nd Floor, SWM office, Prabha Laxmi Urban Health Center, Near Kankariya Muster Station, Ved Ashram Road, Kankariya, Ahmedabad 380022.
- Information for online participation

Internet site address for e-Tendering activities will be www.tender.nprocure.com

Interested bidders can view detailed tender notice and download tender documents from the above mentioned website. Bidders who wish to participate in online tender have to register with the website through the "New User Registration" link provided on the home page. Bidder will create login id & password on their own in registration process. Bidders who wish to participate in this tender need to procure Digital Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact (n) code Solution at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact on address mentioned

below.

M/S (n) code Solution 301, G.N.F.C. Info Tower, Near Grand Bhagwati Hotel, Ahmedabad 380015, India. Tel: +91 79 26857316 / +91 79 26857317/ Tel: +91 79 26857318

E-Mail:

URL: www.tender.nprocure.com

Bidders who wish to participate in e-Tender need to fill data in predefined forms of tender fee, EMD, PQ (Technical) or experience details and Price bid only.

Bidder should upload scan copies of reference documents in support of their eligibility of the bid.

After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid. Bidder should also submit Document Fees, EMD, Technical bid document & Reference Documents in hard copy to the department.

#### **GENERAL INSTRUCTIONS**

- 1. The cost of Bid document i.e. tender fees will not be refunded under any circumstances.
- 2. EMD in the form specified in Bid document only shall be accepted.
- 3. The offer shall be valid for 1
- 4. days from the date of opening of Technical Bid.
- 5. Tender offers without tender fees, Earnest Money Deposit (EMD) and which do not fulfil all or any of the condition or submitted incomplete in any respect will be rejected.
- 6. Conditional tender shall not be accepted. Municipal Commissioner, Ahmedabad reserves the right to accept or reject such tenders without assigning any reason thereof.
- 7. Tenderers should carefully fill in the rates against the items mentioned in the schedule and scrutinize them before submitting the tender. Any variation in rates etc. will not be allowed on any ground such as mistake or misunderstanding etc. after the tender has been recommended or accepted.
- 8. The tenderers shall have to necessarily quote the rate for services &/or work asked for in the tender and in Price Bid only.
- 9. Tenderers shall have his registered office with telephone. Tenderer having experience in similar works and good track record shall be given preference while considering the tenders. Tenderers shall furnish the date on which the firm was established, the names of all the partners constituting the firm with their residential addresses and experience in similar works. Tenderers having telephones at the residence of the proprietor shall state the same in the tender.
- 10. Municipal Commissioner decision will be final and abiding to all for accepting or rejecting the tender.
- 11. In case the tenderers will try to do any type of corrupt procedure like writing letters / e-mails /phone calls / Personal visits to the officers of the Municipal Corporation or any one after prize bid open will be liable for punishment procedure
- 12. As per the Bombay Stamp Rules Act 1958, Appendix 1, Article 5, the successful bidder shall enter in to an Agreement with the Corporation on Rs. 300 Stamp Paper.

- 13. Bidders shall submit necessary registration certificate like GST number registration copy & any other if required for execution of such work as per government rules along with tender document.
- 14. Tenderer must visit of site and submit site visit certificate as per format given in Volume I with sign by clients.

Municipal Commissioner, Ahmedabad Municipal Corporation reserves the right to accept or reject any or all tenders without assigning any reason thereof. This Tender notice shall form a part of contract document. The tenderers are advised to read carefully the "Instructions to bidder" and "Qualification Criteria" contained in the tender documents.

Contractor's Sign with seal

Director (SWM)
SOLID WASTE MANAGEMENT.
Ahmedabad Municipal Corporation

#### INSTRUCTIONS TO BIDDER

- 1. Ahmedabad Municipal Corporation invites tender for "CENTRALIZED PROCESSING OF WASTE GENERATED FROM RELIGIOUS PLACES AND FLOWER MARKET FOR PERIOD OF 5 YEARS IN ACCORDANCE WITH THE SOLID WASTE MANAGEMENT RULES OF 2016, FOR WASTE FROM EAST, NORTH, SOUTH & CENTRAL ZONE OF AHMEDABAD CITY
  - 2. The requirement of CENTRALIZED PROCESSING OF WASTE GENERATED FROM RELIGIOUS PLACES AND FLOWER MARKET FOR PERIOD OF 5 YEARS IN ACCORDANCE WITH THE SOLID WASTE MANAGEMENT RULES OF 2016, FOR WASTE FROM EAST, NORTH, SOUTH & CENTRAL ZONE OF AHMEDABAD CITY and their detailed technical specifications, scope of work etc. are set out in Appendix 1. Interested and qualified parties, based on qualification criteria set out in Volume I, Qualification / Eligibility Criteria, are requested to submit information about bidder and a financial Quotation / price bid in a manner prescribed in Price Bid (Online). Tenderer has to submit various other details as per format / details asked for in the Volume I, Annexure 1 to 15
  - 3. Each tenderer shall submit only one (1) Bid for each of the item, in response to this Tender Document (TD). Any tenderer who submits more than one Bid for the item will be disqualified.
  - **4.** Not More than one tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested as a proprietor and / or a partner & / or director shall submit tender for the execution of the same work / tender. If they do so all such tender shall be liable to be rejected.
  - 5. At any time prior 72 hours to the last date and time of submission of Bids AMC may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the TD by the issuance of Addenda. All interested tenderer shall have to check the AMC website. The Bidder shall not transfer the TD to another interested party. Any reply/changes (if required), will also be declared on above website only.
  - 6. Perpetrations of tender document: Tenderer shall carefully examine the tender documents and fully inform themselves as to all the conditions and matters, which may in any way effect the work or the cost Should a Tenderer find discrepancies, error or omission from the specifications or other documents or should he be in doubt as to their meaning, he should address query to the concerned authority. Any resulting interpretation of the tender documents will be issued to all Tenderers as an addenda corrigendum. Verbal clarification and/or information given by the Tenderer shall not be binding on the Corporation.
  - 7. Modification of Documents: Modification of specifications and extension of the closing date of the tender. If required will be made by an addendum. Notification of addendum will be published on website only. These shall be signed and shall form a part of tender. The Tenderer shall not add to or amend the text of any of the documents except in so far as may be necessary.
  - 8. Addenda: Addenda form part of the contract documents and full consideration shall be given to all addenda in the preparation of tenders. Tenders shall verify the number of addenda issued, if, any and acknowledge the receipt of all Addenda in the Tender. Failure to do so may cause the Tender to be rejected.
  - 9. The Bid shall remain valid for a period not less than 120 days from the date of

opening of tender i.e. technical bid (bid validity period). AMC reserves the right to reject any Bid, which does not meet this requirement. In exceptional circumstances, prior to expiry of the original Application Validity Period, AMC may request Applicants to extend the Application Validity Period for a specified additional period. Applicants not extending the Application Validity Period when so requested would automatically be disqualified.

- 10. Earnest Money Deposit (EMD)
  Each Bid shall be accompanied by **EMD amounting Rs. 3,00,000/-**
- 11. The EMD shall be in the form of a crossed demand draft / Pay Order / Bank Guarantee in favor of The Municipal Commissioner, Ahmedabad Municipal Corporation on any bank as mentioned in AMC circular only, payable at Ahmedabad.
- **12.** The EMD shall be forfeited in the following cases:
  - (a) If the Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period.
  - (b) If the successful bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by AMC;

#### 13. Security Deposit against the Work

#### 1. Capital Works

The person/persons whose tender may be accepted [here- in after called the Contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assignees] shall [within 10 days of the receipt by him of the notification of the acceptance of his tender] deposit with Municipal Commissioner cash or Government securities endorsed to the Municipal Commissioner sum sufficient which will make up the full security deposit specified in the tender.

If the amount of the security deposit to be paid in lump sum within the period specified above is not paid the tender contract already accepted shall be considered as cancelled. The security deposit lodged by Contractor shall be refunded after the expiry of the Defects Liability period after deducting dues, if any, which become liable to be recovered from the Contractor under the terms and conditions of this Agreement.

Sr. No.	Security Deposit &	Description for payment and release.
	Retention Money	
1	Fetention Money  5% of Capital work (Civil + Mechanical) amount as mentioned in tender document as Security deposit	Contractor shall provide in the form of crossed demand draft / pay order / BG in favour of the Municipal Commissioner, Ahmedabad on any Bank as mentioned in AMC circular, payable at Ahmedabad only.  This 5% will be released after Completion of Civil and Mechanical
		Work and after due clearance from Audit Department of AMC without any interest. The amount will be paid as per the payment terms and conditions of Ahmedabad Municipal Corporation.

Note: - Release of Any kind of Performance Security will be subjected to that any defect

if found shall have to be rectified /complied as per the direction given by Engineer in Charge, within the said periods and after due clearance from Audit Department of Ahmedabad Municipal Corporation.

#### 2. Operation & Maintenance

For operation and maintenance contract, contractor shall have to sign separate contract.

Sr. No.	Security Deposit &	Description for payment and release.
	Retention Money	1 10
1	5% of 1 <sup>st</sup> year of Operation and Maintenance contract amount as Security deposit.	Contractor shall provide in the form of crossed demand draft / pay order / BG in favour of the Municipal Commissioner, Ahmedabad on any Bank as mentioned in AMC circular, payable at Ahmedabad only.
		This 5% will be released after Completion of O&M Contract The security deposit for operation and maintenance work will be released after completion of O&M contract, handing over site inclusive of civil, mechanical, electrical, and other component in working condition and after completion of relevant procedures as per the terms and conditions of Ahmedabad Municipal Corporation. Moreover, clearance from Ahmedabad Municipal Corporation, Solid Waste Management Department and Audit Department shall be obtained for releasing of security deposit amount.

In addition to above as and when directed additional security deposit as indicated **Unbalanced Offer** Clause, also will be required to be deposited in event of AMC demanding the same because it finds the offer unbalanced. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that in the event of failure of the Contractor to provide the security deposit in accordance with the provisions and within the time specified therein or such extended period as may be provided by the AMC, in accordance with the provisions, the AMC may en-cash the EMD and appropriate the proceeds there of as Damages, and thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

If contractor fails to remit the security deposit within 15 days from the date of work order, then penalty at the rate of 0.065% per day of the amount of security deposit will be charged. If the security deposit is not paid within one month with penalty, necessary actions as per the conditions of contract will be taken as per the norms of AMC. To levy penalty charges or not will be under the rights and sole discretion of Ahmedabad Municipal Corporation.

#### > Forfeiture of Security Deposit against Work

The security deposit may be forfeited, if the bidder does not accept the bid, as prescribed in this bid document. If during the term of this contract, the contractor is in default of

the due and faithful performance of his obligations under this contract, the Municipal Corporation, Ahmedabad shall, without prejudice to its other rights and remedies here under or at the Applicable Law, be entitled to call in, retain and appropriate the Security Deposit.

- **14.** Irrevocable Bank Guarantee issued by any Bank as mentioned in AMC circular located in Ahmedabad, India (as per AMC rules) shall also be acceptable.
- 15. Formats and Signing of Bid
  - A. The Bidder would provide all the information as per this TD. AMC would evaluate only those Bids that are received in the required format and are complete in all respects. Each Bid shall comprise the following:
  - (a) Details of the Bidder in the format set out in Volume I, Annexure 1 & 3.
  - (b) Qualification Criteria / Technical bid in the format set out in Volume I, Qualification / Eligibility Criteria
  - (c) Financial Quotation/ price bid for CENTRALIZED PROCESSING OF WASTE GENERATED FROM RELIGIOUS PLACES AND FLOWER MARKET FOR PERIOD OF 5 YEARS IN ACCORDANCE WITH THE SOLID WASTE MANAGEMENT RULES OF 2016, FOR WASTE FROM EAST, NORTH, SOUTH & CENTRAL ZONE OF AHMEDABAD CITY and their detailed technical in the format set out in Price Bid in online formats only.
  - (d) Tenderer has to submit various other details and formats duly self attested and signed as per Volume I, Annexure 1 to 15.
  - (e) Tender fee
  - (f) The Bidder shall duly sign all the sheets of the Tender Document submitted in support of their online tender.
  - (g) EMD
  - (h) All bidders are requested to upload technical bid documents, however if they found any difficulty in uploading, they can submit the same in physical with tender technical bid (EMD, Tender fee etc) supporting documents.
- 16. The bidder shall seal the Tender fee, EMD and relevant Tender Document submitted in support of their online tender in envelopes, which shall be clearly marked as CENTRALIZED PROCESSING OF WASTE GENERATED FROM RELIGIOUS PLACES AND FLOWER MARKET FOR PERIOD OF 5 YEARS IN ACCORDANCE WITH THE SOLID WASTE MANAGEMENT RULES OF 2016, FOR WASTE FROM EAST, NORTH, SOUTH & CENTRAL ZONE OF AHMEDABAD CITY and their detailed technical.
- 17. The Tender Document submitted in support of their online tender shall be initialed by an authorized signatory of the Bidder or an Individual, as applicable.
- 18. Sealing and Marking of Bid for submission of Physical Tender supporting documents:
- 19. The envelope for EMD -Tender fee and relevant supporting documents must be super scribed with the following information:

(a) Name and Address of Tenderer

Name of work

Tender due date and time

20. If the envelope is not sealed and marked as instructed above, AMC assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and such Bid, may, at the sole discretion of AMC, be rejected.

Tender shall be submitted through E - tendering only. (On line price Bid is compulsory)

**21.** AMC reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it. The response to the queries shall be uploaded (if found appropriate and required) on www. amc.nprocure.com

#### 22. Bid Due Date

Bids should be submitted online before 15/05/24 in the manner and form as detailed in this PD. Bid submitted by either Hard copy (not as per format in TD), facsimile transmission or telex or email or in person will not be accepted and such tender/s will be rejected.

**23.** AMC may, in exceptional circumstances, and at its sole discretion, extend the above Bid Due Date by issuing an Addendum.

# 24. Opening of Bids and Clarifications

All information must be typed or hand written legibly in English language. All pages of the pre-qualification document must be initialed by the applicant. All corrections, erasures or overwriting, therein, must be initialed by Applicant.

- **25.** Technical bid will be opened on 16/05/24 11:00 AM onwards AMC would open the Bids possibly on Bid Opening Date as mentioned above in the 'General Description of Work' for the purpose of evaluation, if there is any change, same will be intimated to tenderer.
- **26.** AMC reserves the right to reject any or all Bids not submitted on time and which does not contain the information/documents as set out in tender .
- 27. To facilitate evaluation of Bids, AMC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

#### 28. Evaluation

The details given by the applicants in the pre qualification documents will be evaluated as per qualifying criteria, Ahmedabad Municipal Corporation reserves the right to restrict the list of pre-qualified applicant to any number deemed suitable by it. Ahmedabad Municipal Corporation's decision for pre- qualifying the applicants shall be final and binding to all.

- **29.** As part of the evaluation, the Bids shall be checked for responsiveness with the requirements of the TD and only those Bids, which are found to be responsive, would be further evaluated in accordance with the criteria, set out in this TD.
- **30.** The Bid would be considered to be responsive if it meets the following conditions:
  - (a) It is received /deemed to be received by the Bid Due Date including any extension thereof.

- (b) It is signed, sealed and marked as stipulated in tender.
- (c) It contains all the information and documents as requested in the TD.
- (d) It contains information in formats specified in this TD.
- (e) It mentions the validity period as set out in tender.
- (f) It provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by AMC without communication with the Bidder). AMC reserves the right to determine whether the information has been provided in reasonable detail.
- (g) There are no inconsistencies between the Bid and the supporting documents. 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 project, or (ii.) which would affect unfairly the competitive position of other Bidder presenting substantially responsive Bids.
- **31.** AMC reserves the right to reject any Bid, if:
- (a) If the tender is incomplete; or
- (b) At any time, a material misrepresentation is made or discovered; or
- (c) The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Bid.
  - **32.** In case the Bid is found to be responsive, the Bid would be evaluated in accordance with the Qualification Criteria as set out in Volume I, Qualification / eligibility criteria.
  - **33.** In case the Bid is found to be inadequate, AMC may request the Bidder for modifications to the Bid submitted. As part of the evaluation of the Bid, AMC may also request the Bidder to submit clarifications.
  - **34.** The Financial Quotations/ Bid of only those Bidder, who meet the Qualification Criteria, would be opened.
  - 35. The Bidder offering the lowest quotation for the CENTRALIZED PROCESSING OF WASTE GENERATED FROM RELIGIOUS PLACES AND FLOWER MARKET FOR PERIOD OF 5 YEARS IN ACCORDANCE WITH THE SOLID WASTE MANAGEMENT RULES OF 2016, FOR WASTE FROM EAST, NORTH, SOUTH & CENTRAL ZONE OF AHMEDABAD CITY would be declared as the Preferred Bidder for the same.
  - **36.** Even though the agency qualifying all the above criteria but found to be poor in performance, in the opinion of executive officer and above cadre his price bid will not be opened. It is the discretion of Municipal Commissioner or the Tender Scrutiny Committee to qualify / disqualify the agency or to open / not to open the price bid of agency.
  - **37.** AMC may either choose to accept the Quotation of the Preferred Bidder or invite him for negotiations.
  - **38.** In case there are two or more Bidder quoting the same price, AMC may in such case call all such Bidder for negotiations and select the Preferred Bidder on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of AMC.

- **39.** In the event of acceptance of the Preferred Bidder with or without negotiations, AMC shall declare the Preferred Bidder as the Successful Bidder. AMC will notify the Successful Bidder through a Letter of Award (LoA) that its Bid has been accepted.
- **40.** Not with standing anything contained in this TD, Municipal Commissioner, AMC reserves the right to accept or reject any quotation, or to annul the bidding process or reject all quotations, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.
- **41.** Not with standing above, the MC- AMC., at his discretion, may also split the contract, if require for timely execution of the work among two of more qualified bidders. MC-AMC 's decision in this regard shall be final. MC- AMC also reserves right to award the Contract to any of the eligible and qualified suitable Bidder. This will be binding to all bidders.
- **42.** If any dispute arises about the contract or any terms of contract, Municipal Commissioner, AMC shall be the sole arbitration and his decision would be final and binding to all the parties.
- 43. The price escalation or variation clause will not be accepted. Tenderer has to quote the total price, net including of all taxes & duties etc. and for evaluation and finalization purpose, the total price will be taken in to consideration. However any change in the GST, Govt. statutory levies and taxes etc. will be considered for payment at actual for which contractor will have to submit necessary documentary proofs as required by department. No other change will be accepted. Further For processing work rate will be increase 5% on every year in previous year rate.
- **44.** EXTENSION FOR DELAY. If the supply is delayed by:
  - i.Force Majeure.
  - ii. Abnormally bad weather, or
  - iii.Serious loss or damage by fire

OR

- iv. Civil commotion or strike or lockout of their principal workshop.
- 45. Any other cause which is beyond the contractor's control then upon the happening of any such event causing delay, the contractor shall immediately inform in writing to the Dy. M.C. (SOLID WASTE MANAGEMENT / SWM) but at the same time his best endeavors to make good the delay. The Dy.M.C. (SOLID WASTE MANAGEMENT / SWM) in such event can take the final decision regarding the late delivery penalty for such cause.
- 46. The contractor must follow all the rules and regulations pertaining to the work, labor etc. Contractor shall have to produce Employee labor license and P. F. license and must follow rules and regulations as amended in law. The expense of having the license shall be borne by contractor. Contractor has to maintain PF, ESIC, Professional tax account of their staff. AMC shall not be responsible for the same.

#### 47. PAYMENTS DUE FROM CONTRACTOR.

The Municipal Commissioner shall be entitled to recover costs, damages, or expenses for which under the contract, the contractor is liable to the Ahmedabad Municipal Corporation from any money due or becoming due to the contractor under the contract or Municipal Commissioner will have the liberty to recover the amount from the contractor.

48. The decision of lowest rate will be on the basis of rates quoted for CENTRALIZED PROCESSING OF WASTE GENERATED FROM RELIGIOUS PLACES AND FLOWER MARKET FOR PERIOD OF 5 YEARS IN ACCORDANCE WITH THE

SOLID WASTE MANAGEMENT RULES OF 2016, FOR WASTE FROM EAST, NORTH, SOUTH & CENTRAL ZONE OF AHMEDABAD CITY and will be calculated as under.

Rate of Tenderer = Capital Cost A + (O & M cost in Rs. Per Ton B x 1 Ton x 365 Days x 5 years)

#### Where:

A = Capital Cost for Installation of Plant

B = O & M cost Per MT for Processing of Waste,

## The tenderer whose Rate is Found lowest based on above formula will be treated as Lowest bidder.

The Bidder shall receive revenue generated through products produced out of such processing like fertilizers, (Agarbattis) Incense Sticks, Incense cones, soaps, any eco-friendly alternatives to Styrofoam etc.

The Bidder shall maintain daily records of quantum of processed waste, rejects, products, and product quality in the formats approved by the Corporation. The monthly report shall be submitted by the Contractor to the Corporation.

Note: The O & M cost amount quoted in the price bid will be multiplied by the increment figure in the table above in each year to arrive at the rates payable by AMC in the relevant year.

1. Table: Yearly increment for O & M cost

SR. NO.	YEAR	INCREMENT
01	1 <sup>st</sup>	Quoted price $=$ <b>A</b>
02	2 <sup>nd</sup>	$B = A \times 1.05$
03	3 <sup>rd</sup>	<b>C</b> = B x 1.05
04	4 <sup>th</sup>	<b>D</b> = C x 1.05
05	5 <sup>th</sup>	$E = D \times 1.05$

#### **SPECIAL NOTE:**

1. quoted O & M cost will be paid by AMC on monthly basis.

#### 49. TAXES AND DUTIES : -

Prices quoted must be inclusive of all & all taxes.

GST (Goods & Service Tax) has come in existence from 1st July, 2017. Contractor/successful bidder is bound to pay any amount of GST prescribed by the Govt. Of India as per the terms of contract agreed upon during the course of execution of this contract.

During the course of execution of contract, if there is any change in rate of GST (Goods and Service tax) by the government, the same shall be reimbursed/recovered separately by AMC, subject to the submission of original receipt /proof for the amount actually remitted by the successful Tenderer/ Contractor to the competent authority along with the certificate from Chartered Accountant of contractor/successful bidder certifying that the amount of GST paid to the government and the same shall be intimated/ submitted/ claimed within 30 (thirty) days from the date of payment.

Remittance of GST within stipulated period shall be the sole responsibility of the successful bidder/contractor, failing which, AMC may recover the amount due, from any payable dues with AMC and decision of Municipal Commissioner shall be final and binding on the contractor/successful bidder in this regards.

Further, the non-payment of GST to the government may lead to the termination of contract and forfeiture of Security deposit/performance guarantee amount.

2% TDS will be also be deducted as GST TDS. (If Applicable)

If imposition of any new taxes/ duties/levies/cess or any other incidentals etc or any change in the existing taxes/ duties/levies/cess or any other incidentals etc (Including GST) and imposed during the course of the contract, the same shall be considered at actual for payment purpose. Necessary documents shall be submitted by tenderer as required by AMC.

#### 50. Payment Terms: -

#### As mentioned in Appendix-1

- **51.** If any tenderer does not have Labour Licence (as / if applicable) at the time of tender submission then they have to get it before actual start of work, if work is awarded to them.
- **52.** The Municipal Commissioner, Ahmedabad Municipal Corporation reserves the right to reject all or any of the tender including the lowest tender or part of the tender which in the judgment of the Municipal Commissioner, Ahmedabad Municipal Corporation does not appear to be in the best interest of Ahmedabad Municipal Corporation and the contractor shall have no cause of action or claim against the Ahmedabad Municipal Corporation, its officers, employees, successors, or assignees for rejection of his tender.
- **53.** PQ criteria are mentioned in Volume I, Qualification / Eligibility Criteria.
- **54.** The MC AMC shall, in addition to his powers under other clauses to terminate the contract, have powers to terminate his liability there under of the time by giving one month's (or such shorter period as may be mutually agreed) notice in writing to R.C. holder of his desire to do so and upon expiry of the notice, the contract shall be terminated without prejudice to the right accrued to the date of the termination.
- **55.** Successful bidder has to use all virgin material for fabrication/ repairing/ construction for develop processing plant and has to submit all necessary proofs like Invoice copies of material purchased, test reports etc. as per AMC requirements. (if asked to submit)
- **56.** Contractor shall make payment to their employee/ workers through bank system only.
- 57. AMC based on prevailing practice of waste management in the city, can increase / decrease the work quantum even after award of work & from the running contract at any time. No compensation for reduction in work will be given in any way. The payment will be given as per the work done. This shall be binding to the contractor/s.
- 58. No Compensation for Alteration in or Restriction of Work If at any time after the commencement of the work, the Ahmedabad Municipal Corporation shall for any reason whatsoever not require the whole or part thereof as specified in the tender to be carried out, the AMC shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been by reason of any alterations having been made in the original specifications, drawings, designs and instruction which shall not involve any curtailment of the works as originally contemplated.
- 59. The Municipal Commissioner, Ahmedabad Municipal Corporation reserves the right to reject all or any of the tender including the lowest tender or part of the tender which in the judgment of the Municipal Commissioner, Ahmedabad Municipal Corporation does not appear to be in the best interest of Ahmedabad Municipal Corporation and the contractor shall have no cause of action or claim against the Ahmedabad Municipal Corporation, its officers, employees, successors, or assignees for rejection of his tender
- **60.** Tenderer has to submit all the relevant information likes:

- Availability of local service point.
- > Details of Technical experience of tenderer
- Performance certificates as per tender requirements.
  - **61.** Special Conditions
    - i. The bidder has to make the invoices in the name of AMC.
    - ii. On failure of L1 to start the execution of order the L2 shall be invited for negotiation and further formalities (as above) if required.
    - iii. The tenderer quote rate for Capital Cost Lumpsum and Operation and Maintenance Cost for complete job (as per tender format). The tenderer that does not include the complete job as specified in schedule of tender (specification, scope of work etc.) will be rejected.
    - iv. The successful bidder shall be responsible for taking timely for start of work as per schedule. The successful bidder shall be responsible for any fault, shortfall, delay in the Work proposed in the tender etc. or any other requirement which is mandatory for the completion of successful execution of work.
    - v. Individual Lowest bidder will be evaluated based on rates quoted by tenderer as per price bid in a manner prescribed in Price Bid (Online).
    - vi. The successful tenderer will be fully responsible for the safety and security of the machineries during contract execution stage and even during the entire contract period.
  - vii. This is subject to the jurisdiction of the competent court of Ahmedabad only. In case of any claim, dispute of difference arising in respect of a contract, the cause action thereof shall be deemed to have arisen in Ahmedabad and all legal proceedings in respect or any such claim, dispute or difference shall be instituted in a competent court in jurisdiction of Ahmedabad city only.

Contractor 's Sign With seal

Director (SWM)
SOLID WASTE MANAGEMENT
AHMEDABAD MUNICIPAL CORPORATION

## Appendix-1 Scope of Work

#### A. Scope of Work for Site development:

AMC Shall Provide 1 Acre Land on Rental basis and at a token rent of Rs. 1 per Sq. /Mt. per annum
for entire period of project and rent shall be submitted in advance to AMC i.e beginning of the year.
The bidder shall enter into the land lease agreement with AMC apart from this project agreement for
Presorting & Processing of Flower Waste. Site Location shall be identified later and if Bidder have
their own arrangement of land then they may proceed work at their own site.
In the absence of a sewer network of AMC, the bidder shall construct a soak pit, septic tank and shall
be cleaned periodically.

## ☐ Bidder shall construct foundation of machineries as per the relevant IS Codes.

#### B. Scope of Work for Processing

Ahmedabad Municipal Corporation is desirous to Process Religious Waste from temples, churches, gurudwaras, mosques and Flower Market, etc. Places in AMC Area where Religious waste is generated regularly. The selected bidder/agency would be required to take up following component under this contract assignment at their cost:

- 1. The Contractor/ Bidder shall be responsible for designing, drawing, fabrication, supplying, providing, erecting constructing, testing & commissioning of the Religious Waste presorting, processing Plant at the Project site.
- 2. 1 Acre Land shall be provided by AMC on Rental basis and at a token rent of Rs. 1 per Sq. /Mt. per annum for entire period of project and rent shall be submitted in advance to AMC i.e beginning of the year. The bidder shall enter into the land lease agreement with AMC apart from this project agreement for Presorting & Processing of Flower Waste. Site Location shall be identified later and if Bidder have their own arrangement of land then they may proceed work at their own site.
- 3. Bidder should install Religious (Flower) Waste to composting plant which includes minimum of, but not limited to compost and recyclable sections. However, the bidder should install separate plant for Recycling of Flower waste. The bidder should also generate extra recyclable product like Incense Sticks, Incense cones, soaps, any eco-friendly alternatives to Styrofoam etc. however corporation will not given any extra payment.
- 4. All the design, drawing & specification should be vetted from any Govt. institute/ authorities preferably within the state boundary. The amount needed for vetting to be borne by the concerned agency.
- 5. The Contractor/ Bidder shall operate and maintain the Plant for a period of 5 (five) years ("Contract Period" for processing of 1 MT / Day of waste.
- 6. To conduct primary site investigation such as topographic, total station survey, physio-chemical analysis of waste etc.
- 7. The Contractor/ Bidder shall be responsible for Processing of Flower / Waste. they shall maintain daily records of the same and submit to AMC.
- 8. Inert generated from the plant is recommended to keep below 15% of the total waste given for processing, otherwise Rs. 1000/- per day as penalty will be charged till inert % age will be found within range.
- 9. Moreover, the Contractor/Bidder shall have to ensure a designated place for temporary storage of inert a site along with necessary arrangements for lifting of inert from the site. AMC will collect inert from the site.
- 10. Prior to establishment of the Plant, the Contractor/ Bidder shall carry out a detailed study and analysis of the Flower Waste generated/created within the AMC Limits and shall ensure that the Plant will be operated as per the features and characteristics of the Flower Waste so generated/created within the AMC Limits.
- 11. The Contractor/ Bidder shall submit necessary plans/drawings to the relevant department of Ahmedabad Municipal Corporation and shall be responsible to execute the Project as per the submitted plans/drawing and as approved by the relevant department of, Ahmedabad Municipal Corporation.
- 12. Any variation/changes in the drawing/plans proposed by the Contractor/ Bidder shall be carried out from time to time and submitted to the relevant Solid Waste Management Department, AMC.

- 13. Contractor/ Bidder have to ensure that there shall be no fire incident in Flower Waste/product/inert within the premise. Penalty along with any legal implications shall be applicable after the prevailing rules and regulations.
- 14. The Contractor/ Bidder shall, at its own expenses, carry out all the necessary tests and submit the report and analysis of such tests to AMC.
- 15. The Contractor/ Bidder shall be responsible for maintaining the detailed and accurate inventory register which will include, inter alia, inward and outward inventory, floor stock etc.
- 16. The Contractor/ Bidder shall submit monthly report (each Item wise) to AMC setting out the, details of Flower Waste processed.
- 17. AMC shall have the right to monitor the duties performed by Contractor/ Bidder by reviewing the monthly reports and by way of suitable monitoring procedures.
- 18. AMC may appoint authorized PMC / TPI agency for inspection and monitoring of plant / project. The plant shall be kept open for inspection by AMC or AMC authorized TPI and PMC Agencies.
- 19. The Bidder shall receive revenue generated through products produced out of such processing like fertilizers, (Agarbattis) Incense Sticks, Incense cones, soaps, any eco-friendly alternatives to Styrofoam etc. The Bidder shall maintain daily records of quantum of processed waste, rejects products and product quality in the formats approved by the Corporation. The monthly report shall be submitted by the Contractor to the Corporation.
- 20. The Bidder shall erect at least (1) signboard with details (capacity, contact details and signage) about the Processing Facility in Gujarati, Hindi and English of a size not less than 2ft. by 4ft. each, adjacent to the main entrance in a manner that is ordinarily visible to any person using such entrance.
- 21. The Bidder shall display layout at the entrance and indicate warning signs in the Processing Facility.
- 22. The workers involved in Flower Waste handling shall be provided with gloves, masks, uniforms, aprons and other Personal Protective Equipment (PPE)
- 23. The stamp duty, registration charges and other costs pertaining to this Concession Agreement shall be borne by the Contractor/ Bidder.
- 24. In case proper hygiene or proper conditions are not maintained by the Contractor/ Bidder, the nominate officer of AMC shall instruct the Contractor/ Bidder for the same and the Contractor/ Bidder shall take corrective measures within 24 hours, failing which prevailing penalty clause shall be applicable by competent authority.
- 25. The Contractor/ Bidder shall insure and keep insured the entire property on the Project site including the machinery, equipment at his own cost against its liabilities for damage, loss or injury to person or property which for damage, loss or injury to person or property which may occur throughout the Operate period.
- 26. After completion of O & M period, the contractor has to hand over the processing facility in maintained conditions. It is responsibility of the contractor to maintain the plant. After the agreement period, if any default found in plant, AMC will recover the cost.
- 27. The O & M contract period will be of 05 years. It will be extended for another 2 years mutually.
- 28. The Contractor/ Bidder shall indemnify and keep indemnified AMC from and against all action, claims demands, and liabilities, whatsoever and in respect of the breach of any of the above clauses and/or under the Workman Compensation Act 1923, the Employees Provident Fund Act 1952 and /or the Contract Labour (Abolition and Regulation) Act 1970 and amendments to these Acts.
- 29. The Contractor/ Bidder shall comply with all the rules and regulation of the local authorities for protection of health and sanitary arrangements of all those directly employed on the work of this agreement. The Contractor/ Bidder shall adhere to safe working practices and guard against hazardous and unsafe working conditions and shall comply with standard safety rules.
- 30. It shall be the Contractor/ Bidder's responsibility to protect its employees and workers against accidents on work. The Contractor/ Bidder shall indemnify AMC against any claim for damage to persons or property resulting from and in course of work.
- 31. The Contractor/ Bidder shall be solely responsible for the security of the Plant during the construction Operation & Maintenance period.
- 32. The Contractor/ Bidder shall be responsible to obtain all required resources for building and running the Plant. The Contractor/ Bidder shall bear all the present Taxes, levies and duties arising out of this Concession Agreement. Any future additional taxes shall be settled by mutual agreement between both parties, subject to the approval of competent authority of AMC.

- 33. All types of clearance and NOC required for Installation / Commissioning and Operating have to be take from appropriate authorities beforehand. Ahmedabad Municipal Corporation will only provide necessary support for acquiring such clearance/NOC, if required.
- 34. The bidder will minimize mal odour generation, prevent off-site migration of gaseous emissions. Ambient air quality at the site and in the vicinity shall be monitored to meet the specified standards as per CPCB and GPCB rules and regulations.
- 35. The processing plant shall meet standards prescribed by Ministry of Environment & Forest and other applicable laws, rules, guidelines and best Engineering practice.
- 36. Electricity, water etc. utility expenses/ charges will be borne by the bidder.
- 37. The bidder has to obtain all the work permit(s) as per the Contract Labour Act, 1970 from the Hon`ble Assistant Commissioner of Labour.
- 38. The Bidder shall subject to the provisions of the Agreement, on termination, shall hand over to the Authority or its nominated agency free of cost and peaceful possession of the Project and further hand over/transfer to the Authority all its rights, titles and interest in or over the assets (fixed and movable comprised in the Project including any approvals, in accordance with this Agreement and execute such deed and documents as may be necessary for the purpose and complete all legal or other formalities required in this regard.
- 39. To take precautions of minimizing flies, rodents, and animal menace.
- 40. To maintain good housekeeping in the project site premises, keeping the facility in a clean, tidy and orderly condition and taking all practical measures to prevent damage to the project facilities or any other property on or near the site.
- 41. Comply with applicable Minimum Wages Act and other applicable labour laws including PF/ESIC etc.
- 42. Ensure sustainable end disposal of all type of product/ by-products generated from the process.
- 43. An revenue generated by selling the by-product or from project shall be retained by the successful bidder Agency.

## C. Scope of the Municipality/Municipal Corporation:

- a. To provide 1 TPD of religious waste at the door step.
- b. Provide 1 Acre land for installation of Presorting and Processing Facility for Processing of Flower / Offering waste from religious places to the agency..
- c. Provide assistance to the agency towards getting any types of clearance/ NOC or electric / water connections etc.

#### **D.** Land Allotment

a) 1 Acre Land Shall be provided by AMC at a token rent of Rs. 1 per Sq. /Mt. per annum for entire period of project and rent shall be submitted in advance to AMC i.e beginning of the year. on Rental Basis. The bidder shall enter into the land lease agreement with AMC apart from this project agreement.

#### **E.** Sale of Recyclables, Products or Bye-products:

- a. The contractor will process the waste using appropriate technology such that the inert after processing is reduced to less than 15% of the total waste.
- b. The contractor shall also assess the market and provide details for comprehension of the marketing plan for all bye-products. The contractor shall make all efforts to sell 100% of such products & bye-product every day so that the recoverable, reusable & recyclable by-products are not required to be stored at the site more than thirty days of generation of the bye-products. The bidder shall comply with proprietor rights, licenses, agreements and permissions for materials, methods, processes, and systems used of incorporated for this project.

#### F. Record keeping and Reporting:

- a. The contractor on behalf of client will keep the weigh bridge record of entry of waste received and exit of waste/inert materials after processing on daily basis. The Ahmedabad Municipal Corporation is authorized to inspect/audit the accounts.
- b. The contractor shall maintain and submit reports of the above records to Ahmedabad Municipal Corporation on a monthly basis with Running Bill . All records shall be available to Ahmedabad Municipal Corporation a reasonable times and places throughout the term of any contract resulting from this tender and for a period of five (05) years.

- c. The contractor shall rais invoice shall not use the land of waste processing site for any commercial purpose or for any other purpose other than that for processing of waste.
- d. Green Belt of adequate width and density shall be provided to mitigate the effects of fugitive emissions all around the plant with local species in consultation with the Ahmedabad Municipal Corporation as per the CPCB/GPCB guidelines.

#### G. Routine Maintenance Standards:

To ensure smooth and uninterrupted operations, routine maintenance of the waste processing facilities shall include but not be limited to:

- A. Prompt repairs of the storage and waste drying places, and treatment system electrical items, drains, vehicular passages, sieving machineries, lighting, and fencing.
- B. Replacement of equipment/consumables, horticultural maintenance and repairs to equipment, structure and other civil works which are part of the waste processing facility.
- C. Keeping the waste processing facility in a clean, tidy and orderly condition and taking all practical measure to prevent damage to the facility or any other property on or near the site.
- D. Undertaking maintenance works in accordance with the O&M Plan, Standard Operating Procedure, Service Manuals, Maintenance Schedule (Daily, Monthly, Routine, Periodic), Major and Minor maintenance and Operations Protocol.
- **H.** The rejects from the processing should not be more than 15% of the total waste.
- **I.** Taking all reasonable measures for the safety of all the workmen, material, supplies and equipment brought to the site. Explosives, if any, shall be stored, transported and disposed of by the Contractor in accordance with Applicable Laws/ Permits.
- **J.** Plantation of adequate numbers should be done and maintain to reduce the noise and air pollution from the plant.
- **K.** No work at night shall be done. Special permission shall be taken beforehand from the appropriate authority if needed.
- **L.** All the materials to be used for construction/maintenance shall be of ISI mark.
- **M.** Suitable firefighting arrangement shall be made as per prevailing norms and standards laid down by the Govt.

#### N. Taxes:

The contractor shall pay all duties & taxes to the central / state government that may be levied in accordance to the laws and regulation in-force on the equipment, materials, supplies (permanent-temporary and consumables) to be used on or furnished under the contract and on the operation to be performed under the contract. Nothing in the contract shall relieve the agency from him responsibility to pay any tax that may be levied on its operations or on profits made by him in respect of the contract.

#### O. Human Resource/ Manpower:

- a. The agency shall, during the contract period, have requisite staff/representatives as required to run the plant and to be responsible for all necessary exchange of information required for performing operations and providing services under this contract.
- b. The agency shall be responsible for health safety measures of his workers.
- c. The agency shall comply with all the provisions of the laws regarding deployment of labour under the contract. It shall be the liability and responsibility of the agency to implement the provisions o Acts; the Contract Labour (Regulation and Abolition) Act, 1970, the Minimum Wages Act,1948 and the Workmen's Compensation Act, 1923. In addition to followings:
- d. The agency shall not employ in connection with the operations and services under this contract any person of less than 18 years age.
- e. At all times during continuance of the contract, the agency shall abide by all existing and future labour enactment and rules made there under, regulations, notifications and bye-laws of the Central, State or Local Government. The agency shall keep the Ahmedabad Municipal Corporation indemnified in case any action is taken against the Ahmedabad Municipal Corporation by an Authority on account of contravention of any of the provisions of any

Act or rules made there under, regulations or notifications including amendments.

- f. The agency shall keep all records desired under the said labour laws, submit periodical returns to the respective statuary Authority. The agency shall in respect of labour employed by him comply with or cost to be complied with provisions of the various labour laws and the Rules and Regulations as applicable to them in regards to matters provided therein.
- g. The agency shall obtain the license in accordance with the Rules and Provisions of Contract Labour (Regulation and abolition) Act, 1970 and adhered all terms and condition stipulated therein, is applicable.
- h. The agency shall pay the staff deployed by him under this contract as per the minimum wages act in force and amendments.
- i. Not with standing anything contained herein, the Ahmedabad Municipal Corporation may take such action as may be necessary for compliance of the various Applicable Labour Laws and to recover the cost there of from the agency.

#### P. Fire Management

For Fire management, the bidder must obtain NOC for operation from the concerned department under fire prevention and protection act 2006 along with related insurances against fire. The bidder shall provide all the equipment, machinery & manpower required to control and stop fire at Solid Waste Disposal Site as directed by the Fire department of Ahmedabad Municipal Corporation.

#### Q. Processing plant Machinery:

The Agency shall maintain all assets, plant & machinery in full serviceable condition during the period of contract entirely at his own costs including the costs of spare accessories, lubricants, hydraulic oil etc.

It will be responsibility of the agency to ensure that it is always maintained in operating condition and it is not damaged by his employees.

#### R. Environmental Compliance:

Contractor will be responsible for obtaining consent to establish and consent to operate and its renewal from time to time. Contractor will be responsible for submission of reports as per the forma prescribed in SWM Rule 2016.

#### S. <u>Insurance:</u>

The contractor shall insure his workmen, equipment etc. No additional burden should fall on the Ahmedabad Municipal Corporation due to absence of insurance.

The contractor shall take out all necessary insurance against labour, theft, dacoits, fire of other contingencies for infrastructures being developed/ arranged/ deployed/taken from Ahmedabad Municipal Corporation in his possession under this contract. The contractor shall Ahmedabad Municipal Corporation shall not be responsible for any type of liability in this regard.

#### T. Accidents:

It shall be the Agency's responsibility to protect workmen, materials, equipment and other immovable property in possession against accidents.

The Agency shall be solely responsible for any death or body injury to his staff member of any of the people/person in the employment of the Agency. This includes any third party claims.

The AHMEDABAD MUNICIPAL CORPORATION shall not be responsible for an claim/compensation that may arise due to damages/ injury/death pilferage to the Agency' machinery, property, staff and any third party or the property under any circumstance while providing services under the Agency.

In the event of an accident, arising out of works, which results in death or which is so serious to be likely to result in death, the Agency shall within 24 hours of such accident, report in writing to the Competent Authority, the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action taken.

#### U. Indemnification:

The Agency shall indemnify and keep indemnified the Ahmedabad Municipal Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the operations and against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

The Agency shall at all times indemnify the Ahmedabad Municipal Corporation/Corporation against all claims, damages or compensation under the provisions of,

- i Payment of Wages Act, 1936;
- ii Minimum Wages Act, 1948;
- iii Employers Liability Act, 1938;
- iv The Workmen's Compensation Act, 1923;
- v Industrial Dispute Act, 1947;
- vi Indian Factories Act, 1948;
- vii Maternity Benefit Act, 1961; and
- viiiAny other relevant act

or any modifications thereof and rules made there under from time to time or as a consequence or any accident or injury to any workman or other persons in or about the operations, and also against all cost, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Agency be paid to compromise or compound any such claim without limiting his/her obligations and liabilities as above provided.

Contractor shall have to execute following building / works required to perform operation of 1 TPD waste to compost plant and as per the applicable, rules, act, norms, guidelines, relevant IS codes and NBC amended from time to time. And below data sheet indicative only and shall be consider as general requirement bidder shall provide infrastructure as per their design and requirement to achieve treatment of 1 TPD MSW desired results for waste processing and sale of treated product, byproduct etc. as per scope of work and machineries proposed will be approved by department.

Trial run shall be for minimum 15 days, after continuous run for seven days of successful trial run, i.e capital works part will be consider as completed except defect liability period.

#### **CONTRACT PRICE:**

1. The corporation reserves the right to increase or decrease the scope of work. Contractor shall have to carry out extra work at the pro rata base and as per approved price for 1 MT per day. Any change in quantity of processing waste will attract reduction / increase in payable amount based on approved rate. On specific occasions, AMC reserves the right to ask the contractor to provide additional services. The contractor is bound to provide the same at a short notice of few days. The rates for additional services requested by the Municipal Commissioner will be mutually agreed upon between the contractor and the Municipal Commissioner.

#### **WORK FORCE:**

- The contractor shall provide well-trained, disciplined, honest and sincere workforce, which shall be
  maintained throughout the contract period. The contractor shall make a site visit and satisfy himself
  regarding the requirements of work. No additional payments will be made if contractor needs to
  increase the workforce, equipment, cleaning material at a later stage to meet the requirements of the
  work.
- 2. The Supervisor shall have to be qualified, experienced, competent and authorized by the contractor to take decisions at site. Such supervisor shall be deemed to have full authority of the contractor and any instructions given to him by the corporation officers shall be deemed to have been given to the contractor. The Supervisor should be accessible at all times at site and should have a mobile phone in person at all times. The contractor shall ensure that the supervisor or any other authorized

representative must invariably be available either in person or over the telephone every day for taking necessary instruction and for proper co-ordination.

- 3. The contractor must comply and follow all the rules and regulations and disciplinary measures pertaining to the work, labour, safety etc. Contractor shall have to produce Employee labour license and P. F. license and must follow rules and regulations as amended in law.
- 4. The Contractor, may, at his own cost and responsibility, consider 'increasing his workforce, equipment's, and materials in order to meet the requirements of the work. Contractor has to ensure presence of adequate Workforce to carry out the task effectively to the satisfaction of the corporation. The contractor shall be solely responsible for the behavior and honesty of its workforce.
- 5. The Municipal Commissioner reserves the right to ask for the replacement of the personnel not found fit enough for the want of discipline, honesty, sincerity or quality. The same shall have to be replaced by the contractor without any extra cost to the corporation.

#### **Performance Guarantee For Processing work:**

For Processing work, Contractor has to submit performance security deposit which shall be 5% of the yealry Contract Value of approved rate as a contract security. This guarantee (BG) shall be renewed timely (every yearly) till expiry of contract. The contractor shall furnish performance guarantee in the form of Bank Guarantee (as per AMC rules) or by Demand draft/ pay order within 15 days from the date of order as per AMC Circular and made payable to the "Municipal Commissioner, Ahmedabad Municipal Corporation". Payable at Ahmedabad which shall be released after the successful completion of the contract period, subject to no due certificate from the Corporation, If any amount is due from the contractor even after adjusting from monthly bills, the same will be recovered from this amount. If BG is delayed more than 15 days, interest will be charged for delayed period as per AMC rules.

- Forfeiture of Security money: Security amount in full or part may be forfeited in the following cases:-
  - (i) When any terms and conditions of the contract is breached
  - (ii) When tenderer fails to comply the tender terms, scope of work and all necessary work instructions given time to time by AMC; satisfactorily.

The decision of the Municipal Commissioner, AMC in this regard shall be final.

#### Taxes and duties

It shall be included in the indicated price as per price format. Tenderer has to quote the total price, net including of all taxes & duties, GST (as applicable) as per online price format etc. and for evaluation and finalization purpose, the total price will be taken in to consideration. However for calculating total cost; actual GST will be considered if need be AMC will be cross verify However any change in the GST tax, govt. statutory levies will be considered at actual for payment purpose for which contractor will have to submit necessary documentary proofs as required by department.

## **ELECTRIC SUPPLY**

The contractor shall make payments of actual electric consumption bills to the electric supply company, as and when the same are demanded (if separate plot for parking & / or repair - maintenance given to them) In case of non-payment of electric bill & supply company issues notice for disconnection, the bill amount will be recovered from the regular monthly bill.

The electrical maintenance from time to time shall be carried out through license electrician/wiremen only and all precautions shall be taken to avoid any accidents/mishap.

The contractor shall follow all the mandatory condition of electric supply of company & take all the safety precautions as per statutory requirements. AMC department time and again during the entire contract period also will verify this.

#### **TOOLS & TACKLES**

The successful tenderer shall provide all the required tools and tackles for the operation maintenance of

the equipment's. SOLID WASTE MANAGEMENT department time and again during contract period will verify this.

#### WORKS TO BE CARRIED OUT

The works to be carried out under this contract shall except or otherwise provided in these conditions include all labour, materials, tools, plant, equipment and transport which may be required for preparation of and for the full and entire execution and completion of the works. The description given in the schedule/scope of works shall unless otherwise stated be held to in and for the entire execution and completion as aforesaid in accordance with good practice and recognized principles

#### SAFETY PROVISIONS

The contractor shall at his own expenses arrange for the safety and security precautions as required by the Corporation/necessary for such services, in respect of all labor directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith.

#### MATERIAL AND WORKMANSHIP

The tenderer shall at his cost provide all materials required for the works. All materials to be provided by the tenderer shall be in conformity with the specifications laid down in the tender/ manufacturers specification/instruction, the contractor shall if requested by the Head, SOLID WASTE MANAGEMENT Department or his authorized representative furnish proof to the satisfaction of the Engineer or his authorized representative that the materials so comply. All charges on account of outcry, terminal or Sales tax and other duties on material obtained for the works from any source shall be borne by the tenderer.

The AMC or his authorized representative shall be entitled to have tests carried out for any material supplied/used by the contractor other than those for which as stated above, satisfactory proof has already been produced, at the cost of the contractor and the contractor shall provide at his expense all facilities which the Corporation may required for this purpose.

If no tests are specified in the Contract and the Corporation requires such tests, the tenderer shall provide all facilities required for the purpose and the charges for these tests shall be borne by the contractor.

#### **OTHERS**

In order to maintain high standard of workmanship, the successful tenderer shall fix a schedule for cleanliness and maintenance of the equipment's. Sanitary conditions shall be maintained throughout the period, with hygiene and environment getting the top priority.

The successful tenderer shall provide small size plantations wherever possible inside the area allotted to them.

#### **IMPORTANT NOTE:**

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

Contractor shall comply with all safety rules and regulations and all inter disciplinary measures as followed by the AMC and required for such services

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

on this account by AMC, it will be deducted from Contractor's bill/SD.

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

to the AMC. Payment will be made Every monthly against satisfactory work, as per certificates of various authorities as mentioned in the tender.

The Security Deposit will be paid back only after the completion of entire Contract period without any interest after deducting dues if any to be recovered from contractor.

The duration of the contract shall be for 05 years from the date of commencement of work. However AMC reserves the right to terminate the contract at any time by giving 1 months (30 days) notice to the contractor.

#### **CONTRACT PERIOD**

The successful tenderer on award of contract shall have to commence the work immediately from the date of work awarded.

The Contract will be for a period of Five years from the date of commencement of Processing plant. The same can be extended for a further period of 2 (Two Years) Years by the corporation and on the terms and conditions mutually agreed upon in writing.

#### **CONTRACT PRICE**

For Processing Religious Waste, O & M cost will be as per the bid in the **Volume – II, Price Bid** and will be inclusive of all expenses necessary for the continuance of all services under the contract.

Rates quoted by tenderer shall be inclusive of GST and other terminal tax etc. as may be applicable and will be fixed for entire contract period..

The corporation reserves the right to increase or decrease the scope of work as per requirement. . Contractor shall have to carry out extra work at the same rate, terms and conditions if asked to do so.

#### **PENALTY:**

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

Sr.	Type of default	Penalty to be impost
1	Cleanliness not fount on processing plant	Rs. 1000/- each of such event
2	Safety Measures are not maintained on Processing Plant	Rs. 500/- for each such event.
3	Performance of Processing Plant was not found satisfactory	Rs. 5000/- Per such event per day till Performance found satisfactory to SWM Department of Ahmedabad Municipal Corporation.

The penalty will be deducted from the monthly bill of the contractor. This shall be binding on the contractor.

#### **PAYMENTS FOR WORK**

#### > Payment Term

#### 1. Capital Cost payment given as below table.

		PAYMENT SCHEDULE			
1		CAPITAL COST			
	A	Civil Works			
1.2	A-1	All general-purpose buildings (Staff quarter Admin, Lab etc.)	r,		<b>60 000</b> /
1.2	A-1.1	Structure Reached up to Plinth level	30.00%	50.00%	60.00%
	A-1.2	Super Structure Complete	30.00%		

A-1.3	Finishing Work	40.00%		
	Civil Work of Flower Plant process units with	ith		
A-2	foundations, site development including into	ernal		
	roads, landscaping, compound wall etc.			
A-2.1	Process Unit Foundations	25.00%	50.00%	
A-2.2	Internal Road	25.00%	50.00%	
A-2.3	Compound Wall	25.00%		
A-2.4	Miscellaneous Civil works with	25.00%		
A-2.4	landscaping, etc.	23.00%		
В	Mechanical Works Supply of Machinery			
B-1	Supply of All Mechanical Equipment's and	at	50.00%	
D-1	site		30.00 /6	
B-2	Installation of All Mechanical Equipment's	and	15.00%	35.00%
D-2	at site.		13.00 /0	33.00 /0
	After operation of plant at full capacity for the			
B-3	period of one month from date of 35.00%			
	commencement			
C	Electrical Works (Panel, Instrumentation, Automation,			
	Cabling, Lighting, Etc.)			5.00%
C-1	Supply of All Electrical items at site		70.00%	3.00 /0
C-2	Installation of All Electrical items		30.00%	

Deductions like GST, Security Deposit, TDS etc. shall be deducted as per the norms of Ahmedabad Municipal Corporation.

## 2. Operation & Maintenance payment given as below.

The contractor shall raise monthly bills to the SOLID WASTE MANAGEMENT department for PROCESSING contract work at the rate agreed and approved under the contract.

Contractor shall submit his monthly bill in the 1st week of every month to the SOLID WASTE MANAGEMENT dept. From time to time along with duly certified work certificates as by Director (SWM).

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

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

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

The Contractor shall ensure timely payments to his workforce and meet all the contractual commitments in terms of payments, insurance, safety of its workforce. All statutory payments to the workforce shall be done immediately upon becoming due. The proof of payments made and any statutory deductions from the wages of the workforce shall be submitted within one week of making payments as and when required by AMC.

## ACCIDENT / DAMAGES / CLAIMS / LIABILITIES

The Contractor will be fully and exclusively responsible for the liabilities arise on account of accident and damage to the manpower or to the third party. The Contractor will be fully and solely responsible for any death or bodily injury to his staff member or any other person in the employment of the contractor or to any other person during the performance of the contractual services to the AMC. This includes any third party claims also.

The Contractor will be solely responsible for any consequences under various laws, arising out of any

accident caused by equipment's or his employees to the property or personnel of the corporation.

#### **INDEMNIFICATION**

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

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

The Contractor shall at all times indemnify the Municipal Corporation against all claims, damages or compensation under the provisions of Payment of Wages Act 1936, Minimum Wages Act 1948, and Departments Liability Act 1938, The Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Indian Factories Act 1948 and Maternity Benefit Act 1951 or any modifications thereof and rules made there under from time to time or as a consequence or any accident or injury to any workmen or other persons in or about the works, whether in the employment of the contractor or not, save and except where such accident or injury have resulted from any act of the Municipal Corporation, their agents or servants and also against all costs, charges and expenses of any suit, Action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the contractor be paid to his obligations and liabilities as above provided. The Contractor shall insure against all claims, damages or compensation payable under the various acts mentioned above or any modifications thereof or any other law relating thereto.

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

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

In case the contractor decides to stop the work during the continuance of the contract or withdraws from the work without at least 60 days prior notice or if services are terminated by the AMC on account of Deficiency in Service, the 5% Performance Security deposit amount shall be forfeited and the contractor shall have no claim on the same. Further, the corporation reserves the right to make alternative arrangements until new agency takes over. The additional cost incurred on the same shall have to be borne by the contractor

#### LIABILITY FOR DAMAGES AND RISKS

The Contractor shall be responsible for all risks to the work and shall make good at his own cost, all loss or damage, whether to the works themselves or to any other Municipal property, or third party or to the lives, persons, or property of others, from whatsoever cause, arising out of, or in connection with the works, either during their progress or during the defects liability period, and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the Commissioner or the Corporation shall be called upon to make good any such costs, loss or damages, or to pay compensation (including that payable under the provisions of Workmen's Compensation Act ) to any person or persons sustaining damage as aforesaid by reason of any act or of any negligence or omissions on the part of the Contractor, the amount which the Commissioner may pay in respect thereof and the amount of any costs or charges(including law costs and charges ) in connection with legal proceedings which he may incur in reference thereto, shall be charged to the Contractor. The Commissioner shall have full power and right at his own discretion to pay or to defend or compromise any claim which may be made against the Corporation for damage or in case of threatened legal proceedings, or in anticipation of legal proceedings being instituted, consequent on the action or default of the

Contractor, to take such steps as he may consider necessary or desirable to ward off or mitigate the effect of such proceedings charging to the Contractor, as aforesaid, any sum or sums of money which he may pay and any expenses, whether for reinstatement or otherwise which he may incur and the propriety of any payment, defense or compromise, or of the incurrence of any such expense shall not be called in question by the Contractor and will be recovered from the contractor.

The Contractor shall be held responsible for any obligations, damages and fines etc. arising out of or in connection with the works either during their progress or during the defects liability period and shall indemnify the MUNICIPAL CORPORATION or the Commissioner against them and make good any such damages, fines and dues arising out of non- compliance of any regulation by the Contractor which may develop on the Corporation or the Commissioner. The Contractor shall ensure timely payments to his workforce and meet all the contractual commitments in terms of payments, insurance, safety of its workforce. All statutory payments to the workforce shall be done immediately upon becoming due. The proof of payments made and any statutory deductions from the wages of the workforce shall be submitted within one week of making payments.

#### **INSPECTION**

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

#### FORCE MAJEURE

- i) Notwithstanding the provisions of above, the contractor shall not be liable for forfeiture of its Performance Security/ Contract Deposit, liquidated damages or termination or other failure to perform its obligations under the contract is result of an event of force Majeure.
- ii) For purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- iii) If a force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, bidder shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

Following shall be the events and circumstances of Force Majeure:

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

The expropriation or Compulsory acquisition or seizure of the assets of The Contractor by any Governmental Instrumentality, provided that this clause shall not apply where such Act constitutes a remedy or sanction lawfully exercised as a result of a breach by the Contractor of any Indian law or Indian Directive but excluding any change in law.

Act of God epidemic, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of

water or other unusual or extreme adverse weather or environmental conditions, action of the elements, meteorites, fire or explosion to the extent generated from the source external to the Contractor or his assets due to reasons other than, those caused by negligence of the Parties, chemical or radioactive contamination or ionizing radiation.

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

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

The rights and obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure. AMC shall not be liable to make any payments to the contractor for it being affected on account of Force Majeure.

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

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

- a. If the Contractor at any time makes default in proceeding with the work with due diligence and continues to do so after notice in writing of fourteen days from the Dy. Municipal commissioner
- b. Commits default in complying with any of the terms and conditions of contract and does not remedy it within fourteen days after a notice in writing is given to him in that behalf by the Dy. Municipal commissioner (SWM);, or
- c. Fails to complete the works or items with individual dates completion, on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Dy.Municipal commissioner (SWM);, or
- d. Shall offer or give or agree to give to any person in MUNICIPAL CORPORATION service or to any person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to any other contract for the MUNICIPAL CORPORATION, or
- e. Shall obtain a contract with the MUNICIPAL CORPORATION as a result of ring tendering or other non bonafide methods of competitive tendering; or
- f. Being an individual or a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance of assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any insolvency Act for the tile being in force for the sequestration of his estate or if a trust deed be executed by him for his creditors; or
- g. Being a company, shall pass a resolution or the court shall make an order for the liquidation of his affairs, or a receiver or a manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court of debenture holders to appoint a receiver or a

Manager, or

- h. Shall suffer an execution being levied on his goods and allow it to be continued for a period of 15 days, or
- i. Assigns, transfers, sublets (engagement of labour on a piece work basis or labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet, the entire works or any portion thereof without the prior written approval of the Commissioner; the Commissioner may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the MUNCIPAL CORPORATION by written notice cancel the contract as a whole or only such items of work in default from the contract.

The Commissioner shall on such cancellation have powers to;

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

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

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

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

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

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

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

#### TERMINATION OF CONTRACT

The Contract shall stand terminated at the end of the Contract period unless extended by the corporation in writing. However AMC reserves the right to terminate the contract at any time by giving 1 month (30 days) notice to the contractor.

#### GENERAL CONDITIONS OF CONTRACT

- The bidder shall be carried out work with his personnel for a period of five years from the date of initial execution of the work, SEVEN days a week. The tenderer has to quote for processing of 1 ton of religious waste. Payment will be done at the rate of pro rata base of processing of waste.
- The contractor shall have to maintain logbooks & shift register, present register of the staff / has to show certificate for work done. Contractor has to get work done certificate from solid waste department & copy of same must be enclosed along with monthly bill submitted to SOLID WASTE MANAGEMENT for payment procedure.
- The corporation shall not be responsible for any claim / compensation that may arise due to damages / injury / death pilferage to the Contractor's equipment's, property, staff and any third party or the property, under any circumstances while providing services under the Contract.
- Force Majeure shall mean such an Event or Circumstance or combination of Events and Circumstances which are beyond the reasonable control of the Affected Party and which the affected party could not have prevented by Good Industry Practice or by the exercise of reasonable skills and care for the purpose of discharging its obligations under the Contract. The Force Majeure will tend to have material adverse effect on the performance of such affected party.
- The Contract shall stand terminated at the end of the Contract period unless extended by the corporation in writing.
- The commissioner reserves the right to impose additional financial penalty not exceeding 10% of the monthly bill in a month. The decision on amount of penalty within the above limit is at sole discretion of the Municipal Commissioner and shall be binding on the contractor. This penalty will be over and above the routine penalties as mentioned earlier for non-performance as per the conditions.
- The successful Contractor shall have to submit performance security deposit which shall be 5% of the total contract work amount as a contract performance security. This guarantee (BG) shall be renewed timely (every yearly) till expiry of contract. This will be released only after successful completion of the entire contract period and hand over of the processing plant in satisfactory working conditions to the SOLID WASTE MANAGEMENT, AMC and if there is no due to be recovered from the contractor for any reason. Further successful tenderer has to enter in to an Agreement with Ahmedabad Municipal Corporation as per rules within 15 days from the date of order.
- The O & M contract rate quoted by tenderer will be fixed for 1 year. After successful completion of every year rate will be increase 5% on previous year rate.
- At the end of contract period, tenderer has to hand over the processing plant in satisfactory working conditions acceptable to Municipal Commissioner &/or his authorized representative/s of SOLID WASTE MANAGEMENT deptt. Otherwise penalty will be imposed by AMC at the discretion of Municipal Commissioner & shall be binding to the contractor.
- All financial arrangement for this work shall be arranged by the Contractor. AMC shall not be responsible for the financial constraints of the contractor.
- Contractor shall provide labor, semi skilled and skilled staff for operating the project during the period of contract. The salary of staff and all other expenses shall be borne by the contractor.
- Contractor shall have to depute sufficient staff for monitoring / reporting of various activities related to

contract.

- The Contractor shall be responsible for any damage occurring to the corporation's property and general public, incase the cause is attributed to the cleaners/supervisors. The contractor shall have to get the same rectified at his own cost and risk, or otherwise, the corporation at the risk and cost of the contractor shall attend the same to.
- The corporation shall not be responsible for any injury/death to the any staff of contractor including drivers, supervisors, cleaners etc deployed by them. It is the responsibility of the contractor to ensure that his personnel follow the safety regulations strictly, which is in force from time to time.
- The Contractor shall obtain all necessary approvals, permits and licenses to operate the said service. The corporation shall in no way be responsible for the loss occurring to the contractor on this count.
- Contractor shall take all necessary insurances for the said work and workforce. Insurance for Third Party Liability arising out of Contractor's equipment, cleaning agents or workforce shall also be taken from the first day of operation. Corporation shall not be responsible for any losses occurring to the Contractor or third party on this count.
- The Contractor shall maintain a First Aid Kit and other necessary medicines including bandages, antiseptic creams/liquid, anti burn cream/powder as required to attend to any emergency situations.
- The Contractor shall indemnify the corporation and its employees against any penalties as PRINCIPAL EMPLOYEER, for any failure of the Contractor to honors various State Laws / Enactments / Contract Labor (R&A) Act 1970 (C) / Minimum wages Act / Bonus Act / EPF & MP Act / any laws affecting such services etc.
- The tenderer shall note that MUNICIPAL COMMISSIONER OF AHMEDABAD shall not be responsible for any mishap or accident to workmen of the contractor or MUNICIPAL CORPORATION OF AHMEDABAD's employee working at site, while performing these jobs and no compensation shall be payable by municipal corporation of Ahmedabad. In case of mishap or accident, the amount of compensation decided by the concerned authorities will be kept in deposit from contractor's bills/ will be paid by contractor. The successful tenderer shall take all the precautions to avoid any damages to municipal property while working. If any damage is noticed, the charges for setting right the same will be recovered from their bills.

#### **RISK AND COST:**

- In case the successful bidder fails to deliver the services as stipulated in the tender, the Commissioner reserves right to get it done from alternate sources at risk, cost and responsibility of successful bidder.
- ii) If it is observed that the Contractor carrying out the work fail to comply with instructions given by the authorities at the Dy. Municipal Commissioner / Municipal Commissioner's level during execution of work thrice, the work will be terminated and will be carried out at the risk and cost of the contract & penal action will be taken against them. This decision will not be arbitrable at all.
- iii) The above condition will be in addition to the relevant condition in General Conditions of Contract regarding cancellation of full or part of the work, finality of the decision of the disputes, differences or claims raised by the contractors relating to any matter arising out of the contract

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

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

#### **INFRASTRUCTURE & UTILITIES**

The corporation shall provide 1 Acre Land for Complete Operations and processing plant. Necessary energy

charges, water charges, and other go	vt. levies etc. will be borne by contractor.			
All necessary infrastructure shall be developed by contractor at their own cost.				
nderer's Sign ith seal	Director (SWM) SOLID WASTE MANAGEMENT. Ahmedabad Municipal Corporation			

Tender Notice No: 19/2023-2024

"CENTRALIZED PROCESSING OF WASTE GENERATED FROM RELIGIOUS PLACES AND FLOWER MARKET FOR PERIOD OF 5 YEARS IN ACCORDANCE WITH THE SOLID WASTE MANAGEMENT RULES OF 2016, FOR WASTE FROM EAST, NORTH, SOUTH & CENTRAL ZONE OF AHMEDABAD CITY".

# VOLUME II: PRICE BID (TO BE QUOTED ONLINE ONLY)

LAST DATE OF SUBMISSION OF TENDER	Date: 14/05/2024 till 6:00 pm.
DATE OF SUBMISSION OF	Date: 15/05/2024 till 4:00 pm.
TECHNICAL BID DOCUMENT	The bidder shall also have to submit hard copy of all the
FEES, EMD AND OTHER	documents through reg. AD / Speed post / in person at
DOCUMENTS IN HARD COPY	following address: Director, Solid waste management, 2nd
	floor, Solid waste Management Office, Prabha lakshmi Urban
	health centre, Near Kankaria muster station, ved ashram road,
	Kankaria, Ahmedabad – 380022
DOCUMENT FEES	Rs. 3,600.00

#### Director (SWM)

Solid waste management, 2nd floor, Solid waste Management Office, Prabha Lakshmi Urban health centre, Near Kankariya Muster Station, Ved Ashram Road, Kankariya, Ahmedabad

## Ahmedabad Municipal Corporation Mahanagar Seva Sadan Solid Waste Management Department

C-Block, 5th Floor, Sardar Patel Bhavan, Danapith, Ahmedabad- 380 001 (O) 079-2535 0841, E-mail: directorswm@gmail.com

#### **SCHEDULE OF PRICE**

Name of work: "CENTRALIZED PROCESSING OF WASTE GENERATED FROM RELIGIOUS PLACES AND FLOWER MARKET FOR PERIOD OF 5 YEARS IN ACCORDANCE WITH THE SOLID WASTE MANAGEMENT RULES OF 2016, FOR WASTE FROM EAST, NORTH, SOUTH & CENTRALZONE OF AHMEDABAD CITY"

		Quantity	Unit	Rate in Figure
A	Capital cost for 1 TPD Processing Facility along with Civil, Mechanical & Electric.	Lumpsum		
В	Per Ton O & M cost for comprehensive work of Processing of waste generated from Religious Places and Flower Market in the EAST, NORTH, SOUTH & CENTRAL ZONE of ahmedabad city	1 MT	Ton/ Day	

<sup>\*</sup> TENDERER HAS TO QUOTE AS PER ON LINE FORMAT ONLY.

#### **SPECIAL NOTE:**

- 1. Capital Cost will be paid as per Payment Terms.
- 2. The O & M cost contract rate quoted by tenderer will be fixed for 1 year. After successful completion of every year rate will be increase 5% on previous year rate.

The decision of lowest rate will be on the basis of following:

Total Cost = Capital Cost A + (O & M cost in Rs. Per Ton B x 1 Ton x 365 Days x 5 years)

#### Where;

**A** = Capital Cost for Installation of Plant

B = O & M cost Per MT for Processing of Flower Waste,

Note: Above formula is for evaluation purpose only.

The tenderer whose total cost Found lowest based on above formula will be treated as Lowest bidder.

Please provide information on applicable fields.

#### Yours faithfully,

For and on behalf of (Name of tenderer)

Duly signed by the Authorized Signatory of the tenderer

(Name, Title and Address of the Authorized Signatory)

Note:- Tender Evaluation for Lowest Bidder:

Date:

Place