

# SIRKALI MUNICIPALITY

## SOLID WASTE MANAGEMENT WORK

Tender No. 1/2021

***Tender for engaging of workers for Municipal Solid Waste Management Services under municipal solid waste management Rules 2016 comprising of Primary collection, Secondary collection and disposal ( Door to door collection of MSW, road and street sweeping, Seggregation of wastes drain cleaning and Shifting the collected waste to MCC and OCC and disposed it in MCC at Thenpathy and Esaniya Street and also OCC at Gandhi Park and Subasri Garden and Municipal School Sanitation on contract basis for a period from 01.08.2021 to 31.03.2022 in Sirkali Municipality***

Last date for Sale of Tender /down loading of Tender form

In the Web site is 07.07.2021 till 23.07.2021 3.00 pm

Last date for submission of tender is till 23.07.2021

at 3.00 pm.

***Tender for engaging of workers for Municipal Solid Waste Management Services under municipal solid waste management Rules 2016 comprising of Primary collection, Secondary collection and disposal ( Door to door collection of MSW, road and street sweeping, Seggregation of Waste drain cleaning and Shifting the collected waste to the MCC and Occ and disposed and Municipal School Sanitation it in MCC 2 Nos, OCC 2 Nos, School 10 Nos on contract basis for the period from 01.08.2021 to 31.03.2022 in Sirkali Municipality***

### **Tender Conditions**

1. Tenders shall be submitted in sealed cover superscribing the name of the work as “ ***Tender for deployment of workers and execution of the work for Municipal Solid Waste Management Services under Municipal Solid Waste Management Rules 2016 comprising of Primary collection, Secondary collection and disposal ( Door to door collection of MSW, road and street sweeping, Seggregation of wastes drain cleaning and Shifting the collected waste to the MCC and Occs disposed it in MCC 2 Nos, and Occ 2 Nos and sanitions Municipality school 10 nos all contract basis for the period from 01.08.2021 to 31.03.2022 in Sirkali Municipality***” and addressed to the “ **The Commissioner, Sirkali Municipality** on or before **3.00 pm** of 23.07.2021 and the cover containing the tender document shall be dropped in the Tender Box provided for the purpose at the office of the Sirkali Municipality at the Municipal Office, Sirkali 609110.

2. The Sirkali Municipality also reserves its right to extend the time for receipt and opening of tender at its discretion and will intimate it to the tenderers those who have purchased the tender documents. The tender document can be obtained from the information centre of the Sirkali Municipality on payment of Rs.15,330/- The tender document can also be down loaded from the website [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) and <https://tntenders.gov.in> on free of cost.
3. If the last date fixed for the submission of tender happens to be a holiday, the tenders will be received and opened on the next official working day at the time fixed.
- 4.(a) The requisite processing fee shall be submitted along with the tender. The amount of fees to be paid is Rs.15,330/- (Rupees fifteen thousands and three hundred thirty ) . This bid processing fee is to be paid by Demand Draft/ Pay order only in the name of the Commissioner, Sirkali Municipality payable at Sirkali in Tamil Nadu
- (b) The Private Service Provider/ Out sourcing agency shall enclose refundable Earnest Money Deposit (EMD) of a sum of Rs. **99,000/-**(Rupees Ninety nine thousand only) along with their tender, by means of A/c payee demand draft or Bankers Cheque or Pay order obtained from the Nationalized Bank, and payable at Sirkali and drawn in favour of the Commissioner, Sirkali Municipality. The tenders received without EMD will be summarily rejected.
- (c) The Private Service Provider/ Out sourcing agency shall be firm / society registered with the competent authority having proven experience in MSWM services similar in nature prescribed for the work in any Municipal Corporation or Municipality or Local body or in any other Government Body or Board or Undertaking of State or Central Government Department or Port Trust, Railways, Airlines of Government, reputed private institutions for a

period of not less than ONE YEAR and enclose a certificate to the effect in the format as follows:

(i) In the cases where the The Private Service Provider/ Out sourcing agency himself is having the experience the Certificate shall be submitted in the format prescribed in Annexure I

(ii)The tender inviting authority is at liberty to accept any certificate other than in the format prescribed if the details required to be furnished are found furnished therein. In case if the tender inviting authority requires any clarification such clarifications shall be furnished by the tenderers concerned.

The The Private Service Provider/ Out sourcing agency should have an experience in carrying out the MSWM services by engaging **80** no of workers or above (*preferably of the requirement prescribed in this tender*) in any Municipality/ Corporation/ Government/Government Undertaking or any reputed private institutions for one year during the last three years preceding to 2018-2019.

(iii) The Private Service Provider/ Out sourcing agency shall have the annual financial turnover of not less than **RUPEES Rs.198.00 lakh** (*Insert the amount- preferably 200% of the annual value of the contract*) **in any of the THREE Financial Years preceding to 2018-2019** in thereof audited balance sheets with the associated documents with income tax returns duly certified by a chartered accountant as per annexure II:

iv)The Private Service Provider/ Out sourcing agency shall not have been blacklisted/barred by any Municipalities, Corporations, Governments, Government Undertakings in the past years for any reasons whatsoever. A self declaration in form of an undertaking to this effect should be given in Rs.20/- valued India Non-judicial stamp paper duly notarized and should be uploaded/ enclosed (Format enclosed as Annexure VII)

5. The validity of tender is NINETY DAYS from the last date prescribed for the submission of tender. The Private Service Provider/ Out sourcing agency is

not entitled to withdraw his tender before that date. In the event of withdrawal of tender submitted by him, the EMD paid by him will not be refunded. The EMD paid by the unsuccessful The Private Service Provider/ Out sourcing agency would be refunded only on settlement of contract by this tender or rejection of tender or on expiry of validity of tender and with such extension of validity period of tender if any, whichever happens first. As far as the successful The Private Service Provider/ Out sourcing agency is concerned, the Earnest Money Deposit paid by him would be refunded to him only on his fulfillment of the conditions stipulated in the letter of acceptance of tender issued to him.

6. The tenders may be submitted through either in person or post/courier at the risk and cost of the The Private Service Provider/ Out sourcing agency. The tender inviting authority is not responsible for the delayed receipt or non-receipt of tenders submitted through post or courier.
7. All the tenders received will be opened on the same day itself immediately after the closure of the time prescribed.
8. The tenders received after the due date and the time mentioned, will not be considered.
- 9.(a) The Private Service Provider/ Out sourcing agency shall submit
  - (1) Earnest Money Deposit (EMD) and Processing Fees
  - (2) Certificate mentioned in Annexure I
  - (3) Certificate mentioned in Annexure II , Annexure III, Annexure IV, Annexure V and
  - (4) Certificates mentioned in the Annexure VI in a cover and Tender Document comprising the Tender Schedule and Letter of Tender in another cover and submit these two covers in other outer cover duly superscribing on the envelop the name of the work. The Cover Containing EMD and Certificates mentioned in the annexures shall be superscribed as **“Prequalification Documents”** and the second cover containing the Tender Document shall be superscribed as **“Financial Bid”**. The cover superscribed as Prequalification Documents will be opened first and its

contents verified and scrutinized. The Financial Bid of the qualified bidders only would be opened with prior intimation to the qualified bidders.

- (b) The tender inviting authority is at liberty to open only the first cover namely the cover superscribed as "**Prequalification Documents**" at **3.30 PM** on - **23.07.2021** and the date of opening of cover containing Financial Bid would be intimated to the qualified bidders.
10. The Private Service Provider/ Out sourcing agency or their authorized representatives are permitted to be present at the time of opening of tenders.
  11. The Private Service Provider/ Out sourcing agency shall quote his rate for the work **per day per person** in the Schedule given in this tender document. The rate quoted shall be both in figures and words. The rate shall be quoted per day. If any discrepancy is found between the words and figures, the rate quoted in lower of the two will be taken as quoted rate.
  12. The rate shall be inclusive of all taxes, duties, levies and charges and incidental thereto and service tax if applicable, or shall be given with breakup. Otherwise the rate quoted will be treated as inclusive of everything.
  13. The tender of the The Private Service Provider/ Out sourcing agency who have quoted lowest rate, in the tender schedule will alone be considered for the acceptance of the tender and for award of the contract. The tender inviting authority shall have the right to have negotiations of rates with the The Private Service Provider/ Out sourcing agency who have quoted lowest rate and the tender accepting authority is at liberty to reject the tender of such Lowest The Private Service Provider/ Out sourcing agency if the rates quoted even after any negotiation of rates is felt not reasonable or not advantageous to the Sirkali Municipality.
  14. The successful Private Service Provider/ Out sourcing agency shall pay a sum of **Rs.4,95,000/-** (*insert amount- preferably 5% of the contract value*) within FIFTEEN DAYS on the receipt of intimation of acceptance of his tender towards Performance Security Deposit by means of Demand Draft / irrevocable Bank Guarantee from nationalized bank in favour of the Commissioner, Sirkali Municipality obtained and encashable in Sirkali for a

period of two years in format prescribed in annexure V and execute an agreement in the format prescribed.

Provided that the Sirkali Municipality may extend the period prescribed above on request from the successful tender if the reasons put forth them is felt reasonable.

15. The Private Service Provider/ Out sourcing agency shall sign in each places/pages required to be signed including in the Letter of Tender given in this tender document and submit this tender document itself, to the tender inviting authority in the manner prescribed above, without detaching any papers from tender document.
16. All correspondence shall be either in English or in Tamil Language. Any of the Certificate to be produced/produced is in any other language other than in English or Tamil, translated version of such certificates into English or Tamil language shall be produced along with the copy of such certificate duly Notarized.
17. The Sirkali Municipality reserves its right to reject any or all the tenders without assigning any reasons including annulment of entire tender process and the tender inviting authority is not responsible or liable to pay the expenses incurred by any The Private Service Provider/ Out sourcing agency in preparation of any document in connection with the tender including the cost of tender if purchased from the Sirkali Municipality. However, the EMD paid by the The Private Service Provider/ Out sourcing agency will be refunded to the The Private Service Provider/ Out sourcing agency without any interest thereon.
18. The conditions given in the tender notice will form part of Tender Conditions and the contract that will emerge by this tender.
19. Tenders shall be submitted unconditionally. If the The Private Service Provider/ Out sourcing agency set forth any condition along with his tender, his tender will not be taken up for consideration.

20. In case if there is any contravening provisions in this tender condition, unless otherwise specifically clarified, the decision of the tender inviting authority is final and binding on the parties.
21. On any other point, not specifically mentioned in this tender the provisions of the Tamil Nadu Transparency in Tenders Act, and the rules made there under and any amendments thereto time to time, and other relevant statutory orders, codes, notifications etc would apply.
22. All disputes arising in respect of this tender are subject to Sirkali Jurisdiction.
23. During epidemic diseases timing The Private Service Provider/ Out sourcing agency workers should also ensured to work for the mosquito control and disease control activities.
24. The / Private Service Provider /Out sourcing agency reposeful for Municipal School 10 Nos sanitation
25. The / Private Service Provider /Out sourcing agency should submit the certified IT statements for the past 3 years.
26. The Private Service Provider/ Out sourcing agency is responsible for mobilizing the men power as per the requirement.
27. The Private Service Provider/ Out sourcing agency should utilize the Municipal vehicles for Secondary collection. No charges (like rent of the vehicles, fuel) given to the utilization of the private vehicles by the Private Service Provider /Out sourcing agency.
28. The Municipality will make payment as per the rate fixed by the District Collector by adding additional cost of EPF, Workman Compensation (insurance) , Uniforms and safety equipments etc.



## Draft Agreement

This agreement entered on this the ..... day of ..... 2021, between the ----- Corporation/Municipality, represented by the Commissioner, having his office at ----- (*insert address*), hereinafter called as MUNICIPALITY which term shall wherever context so requires or permits shall mean and include his men, agents, representatives, subordinate officers, successors to his office and assigns of one part and M/s. ...., residing at/having his office at ..... hereinafter called as CONTRACTOR which term shall wherever context so requires or permits shall mean and include his men, agents, representatives, workmen and legal heirs and assigns of other part.

WHEREAS the MUNICIPALITY called "Tender for engaging of --- No. of workers for Municipal Solid Waste Management Services comprising of Door to door collection of MSW, road/street sweeping, Segregation of wastes and disposal of waste at Mcc and OCC drain cleaning and removal of silt and maintenance of sanitation at municipal schools 10 Nos on contract basis for a period of Eight MONTH Corporation/Municipality" morefully described in the schedule to this agreement on ..... and the CONTRACTOR also submitted his tender.

WHEREAS the MUNICIPALITY vide its letter ..... dated ..... intimated the CONTRACTOR that his tender has been accepted and required him to pay a sum of **Rs.-----/(Rupees ----- only)** as the Performance Security Deposit, by means of National Savings Certificate or any other script obtained from the Indian Postal Department duly pledged in favour of the Commissioner, ----- Municipality for faithful performance of contract and execute the agreement in the draft format in the tender document submitted by him.

WHEREAS the tenderer deposited the Performance Security Deposit in the following manner for a sum of **Rs.-----/(Rupees ----- only)** in the manner mentioned hereunder.

**Details of Performance Security Deposit as Demand Draft**

SI No	Details	Name of the Bank and Branch

Whereas the CONTRACTOR has furnished the Bank Guarantee for a sum of **Rs.-----/ (Rupees ----- only)** as the Performance Security Deposit as detailed below:

**DETAILS OF BANK GUARANTEE**

SI No	Details	Name of the Bank and Branch

WHEREAS in consideration of the rates mentioned in the schedule to this agreement, the MUNICIPALITY and the CONTRACTOR is entering into this agreement under the terms and conditions mentioned hereunder.

1. The scope of the work in the Contract includes

*(a) deployment of such number of workers as and when required within 48 hours intimation, not exceeding ----- numbers at a time, for door to door collection of waste and collect the waste from every house holds in the areas allocated by the MUNICIPALITY in Ward Nos ----- and --- of Sirkali Municipality.*

*(b) deposit the wastes collected through the door to door collection in the collection points or storage facilities or dustbins provided by the*

*MUNICIPALITY in Ward Nos ----- and --- of Sirkali Corporation/Municipality.*

*(c) deployment of such number of workers as and when required within 48 hours intimation, not exceeding ---- numbers at a time, for street sweeping, collection of waste in the process of road sweeping and depositing the same in the collection points or storage facilities or dustbins provided by the MUNICIPALITY in the areas allocated by the Sirkali Municipality.*

2. The work has to be carried out from such hours which will not be earlier to 6.00 am for the day shift and for not more than 8 hours for a shift including half an hour break. There shall be night shift also in the busy areas which will be decided *Sirkali Municipality* in this behalf and the working hours during night shift will not be more than 8 hours including half an break.
3. The CONTRACTOR shall not engage any person for the work below the age of EIGHTEEN and the persons engaged by them for the performance of work shall be of good physique to perform the work.
4. The CONTRACTOR shall engage ----- workers in total for the contract work put together, and such number of workers shall be given such works as instructed by the *Sirkali Municipality* in this behalf.
- 5.(a) The MUNICIPALITY will provide tools and implements, tricycles with bins for executing the contract work. MUNICIPALITY will also provide the CONTRACTOR necessary storage facility like community bins/dust bins/ waste storage points for the deposit of waste collected by him through door to door collection and in the process of street sweeping. However, all the wastes collected by the CONTRACTOR have to be given and delivered to the MUNICIPALITY.
- (b) The Brooms for sweeping the roads will be given for every two months and the CONTRATOR need not return the same. However, iron plates, malars, tricycles with bins, rotomold bins and long handled brushes will be

given for only using for the work and the CONTRACTOR has to return the same to the MUNICIPALITY.

- (c) The CONTRACTOR has to pay a sum of Rs.-----/- (Rupees ----- only) before entering into agreement with the MUNICIPALITY, towards deposit for materials which will be refunded to him on conclusion of the contract or such extended contract period after his return of all the materials given to him. This advance materials may be paid either by means of Bankers Demand Draft drawn in favour of Commissioner obtained and encashable at ----- (insert place) or irrevocable bank guarantee obtained and encashable at ----- (insert place) for a period of two years.
- (d) In the event of the failure of the CONTRACTOR to return all or any materials the cost of the materials with such depreciation value will be deducted from the bill of the contractor.
- (e) In case if the amount payable by the CONTRACTOR towards the value of the materials which were not returned to the MUNICIPALITY, the MUNICIPALITY shall have lien on all or any amount payable to the CONTRACTOR by the MUNICIPALITY including the security deposit paid by the CONTRACTOR for the work.
6. If the CONTRACTOR fail to perform the work as per the scope of work, there will be levied penalty at the rates specified in the agreement.
7. The Concessionaire shall not employ any person who has not completed his 18 years of age in connection with the works. The successful bidder shall engage labours between the age limit 18 to 60 and atleast 50% of the workers should be male workers.
8. The CONTRACTOR shall pay minimum wages prescribed in the Minimum Wages Act to the workers and supervisors engaged by them.
9. Provided that the MUNICIPALITY shall have the liberty to extend the contract for administrative reasons for a period where the value of work is not exceeding 25% of the approved contract value, for the extended

- period of contract, at the same rate mentioned in the Schedule to this agreement.
10. The CONTRACTOR has to provide uniform with logo/ emblem/sign prescribed by the ULB, aprons to the workers and supervisors engaged by them in order to identify them during the working hours. In addition to this, the CONTRACTOR has to provide reflecting jackets also to the workers who are doing night shifts.
  11. The CONTRACTOR shall initiate a bio-metric system of recording their employees' attendance to check absenteeism and employee attendance verification and individual's identity can be verified using physical means by scanning his fingers, hands, eyes, or face. The biometry devices installed by the CONTRACTOR shall be incorporated with the municipal server so as to verify the attendance on line.
  12. The CONTRACTOR shall comply with the provisions of payment of wages act, 1936. Minimum Wages act 1948, Departments liability Act 1938. Workmen Compensation Act 1923, industrial dispute Act 1947. or any modification thereof or any other law relating thereto and rules made there under from time to time, he will observe and give effect to the provisions of any law for the time being in force and regulating the rights and privileges of the labourers employed by him directly or indirectly  
The CONTRACTOR has to arrange to disperse the wages of the labourers, who involved this project, ECS through their bank account or cheque and the statement of the above deposit/transfer shall be informed to the ULB every 5<sup>th</sup> of each month and it shall be made available for inspection by officials at anytime.
  13. The CONTRACTOR has to collect the wastes from Hotels, Restaurants, Kalyanamandapams, Marriage Halls, Choultries and any other establishments generating bulk quantity of waste only on instructions from the MUNICIPALITY. However, the CONTRACTOR has to do the contract work inside the slum clearance board tenement areas falling under the contract area, if instructed to do so.

14. The CONTRACTOR shall provide necessary safety equipments/ materials to the worker engaged for the work as per the scientific norms and failure to provide safety equipments shall be construed as default on the part of the CONTRACTOR within the meaning of this agreement.

15. The CONTRACTOR shall make an arrangement to clean all the tools, equipments and vehicles once in two days to avoid communicable diseases to workers.

- Shall make arrangement for health check up of all workers once in three months.

The CONTRACTOR shall provide the following tools/ safety equipment to each and every workers once in 3 months and uniform shall be provided.

- Uniforms (Separate uniform colour shall be given for each Wards/package)
- Reflective Jackets
- Gloves
- Mask
- Caps
- Gumboots
- Slipper
- Cleaning tools & Equipments
- Long handle Broom
- Scrapers, Collection plate
- Drain cleaning equipments
- Spade
- Weed cutting Machine

16. All the employees engaged by the CONTRACTOR shall be the employees of the CONTRACTOR and there shall be no contractual relations between the MUNICIPALITY and the employees engaged by the CONTRACTOR.

17. The CONTRACTOR has to comply and fulfill all statutory obligations under all and every law and rules made there under and orders, notifications etc., issued time to time and the failure to do so by the CONTRACTOR will be treated as default within the meaning of this agreement and if there is any loss or damage to the MUNICIPALITY for the failure of the CONTRACTOR, to fulfill any of the requirement of any law, the CONTRACTOR shall at his expense restore the MUNICIPALITY to its original position before sustaining such loss or damage.
18. The CONTRACTOR shall have, at his cost, make necessary insurance coverage to cover any loss or damage to any men or materials and absence of such coverage would make the CONTRACTOR fully liable to bear such loss or damage himself. In case if there is any loss or damage to the MUNICIPALITY during the performance of contract by the CONTRACTOR, the CONTRACTOR shall compensate the MUNICIPALITY against such loss or damage.
19. The MUNICIPALITY will design the work pattern in such a manner that it shall not affect the regulated traffic and routine life or movement of public as well as it will not become a hindrance to public safety and to the safety of the workers engaged by the CONTRACTOR.
20. The CONTRACTOR has to perform the work in the areas notified by the Sirkali Corporation/Municipality or the official authorized by Sirkali Corporation/Municipality in this behalf, time to time, during the night hours.
21. The CONTRACTOR shall engage only male workers operating the tricycles. However, female workers may be engaged to such numbers for road sweeping work in such number which shall not affect the work. But, night shift shall not be given to the female workers.
22. The CONTRACTOR has to issue identification badges/cards to all their employees.
23. The CONTRACTOR shall ensure that the employees maintain utmost decency and there shall be no disrespectful wording during dialogue with officials and public.

24. Every payment to the CONTRACTOR would be made only if the list of employees worked for each day is enclosed by the CONTRACTOR along with the bill together with a daily certificate issued by the officer authorized by the Sirkali Municipality and monthly evaluation Report by the MUNICIPALITY based on the biometry attendance report and Complaint register. The payment will be calculated as per the following formula.

**Calculation of payment to the contractor**

The Number of workers employed on each day multiplied by the rate quoted and agreed per worker by the CONTRACTOR and specified in the Schedule to this agreement. By this each day's payment will be arrived. The total number of days and the amount payable to the CONTRACTOR shall be totaled for the payment to be made for the month. The payment will be made only for the days for which deployment of manpower is made by the CONTRACTOR for every English Calendar Month.

25. Penalty for shortage of men and other breaches of agreement will be calculated as follows:
- (1) Rs.100/- (Rupees One Hundred Only) for short deployment of persons on each day per person.
  - (2) Abandoning the work by the worker employed by the CONTRACTOR Rs.250/-(Rupees Two Hundred and Fifty Only) for every worker abandoning the work for every such event in a day.
  - (3) Not wearing the Uniform Apron or using safety equipments, Rs.100/- (Rupees One Hundred Only) for every worker not wearing the uniform Apron or safety equipments for every such event in a day.
  - (4) Not wearing the Reflecting Jacket Rs.100/- (Rupees One Hundred Only) for every worker not wearing the reflecting jacket during night hours for every such event in a day.



(5) Not performing the work in any area / street either fully or partly Rs.1000/- (Rupees One Thousand Only) per day per area/street. However, the total penalty in a month shall not be more than 15% of the admissible bill amount of the month.

26. The official authorized by the MUNICIPALITY shall daily evaluate the work of the CONTRACTOR on daily basis and inform the CONTRACTOR about their evaluation in TWO days and the MUNICIPALITY may revise or modify their evaluation on receiving the reply from the CONTRACTOR, which shall be submitted by him within TWO DAYS of his receipt of the evaluation report from the MUNICIPALITY. The MUNICIPALITY shall prepare the above performance evaluation on daily basis and finalise the monthly abstract evaluation report. The payment to the CONTRACTOR shall be made based on the Monthly Abstract Evaluation Report and due penalties shall be deducted from the bill of the contractors as per the evaluation report.
27. The penalties levied by the MUNICIPALITY will be without prejudice to the right of the MUNICIPALITY to terminate the contract, if the payment levied or deducted or to be deducted exceed 20% of the bill amount before restricted to maximum penalty to be levied in any month. In this case, the MUNICIPALITY shall have the liberty to terminate the contract at its discretion without notice.
28. The official authorized by the MUNICIPALITY will take attendance of the workers engaged by the CONTRACTOR daily and get the signature of the representative of the CONTRACTOR.
29. The payment shall be made for every English Calendar year month and all statutory taxes and levies will be deducted from the Bill of the CONTRACTOR on the reminder amount after deducting the penalties if any.
30. Violation of any of the provisions of this agreement by the CONTRACTOR will be treated as default and the MUNICIPALITY will have the right to

- terminate the contract after issuing show cause notice giving SEVEN DAYS time. After receipt of reply to the show cause notice the MUNICIPALITY may go ahead with the show cause notice and terminate the contract or drop further proceedings on the show cause notice.
31. In the event of termination of contract by the MUNICIPALITY, the MUNICIPALITY will forfeit the security deposit paid the CONTRACTOR and may order blacklisting of the CONTRACTOR from submitting any tender in future and enter into contract in future for such period or debar the CONTRACTOR from submitting any tender in future and enter into contract for such period.
  32. The CONTRACT can be terminated by the MUNICIPALITY without prejudice to claim any amount or damage or loss sustained by the MUNICIPALITY or any amount payable to the MUNICIPALITY.
  33. The SECURITY DEPOSIT paid by the CONTRACTOR will be refunded to him after the expiry of one year or after the file has been audited and cleared by the Audit section whichever is later.
  34. All disputes arising out of this agreement are subject to Sirkali (*insert place*) Jurisdiction.

IN WITNESS WHEREOF THE CONTRACTOR AND THE CORPORATION  
HAVE SETFORTH THEIR HAND AND SEAL ON THE DAY, MONTH AND YEAR  
FIRST ABOVE MENTIONED IN THE PRESENCE OF THE FOLLOWING  
WITNESS

CONTRACTOR

MUNICIPALITY

Witness

1.

2.

The Common Seal of the ----- Municipality  
affixed in pre presence of The Commissioner,  
----- Municipality }  
on this day..... }

## Covering Letter

(on the letter head of the tenderer)

From,

To,

The Commissioner

Sirkali Municipality,

-----  
Roc No.821/2018/H1

Date:

Sir,

Sub:- Tender for engaging of workers for Municipal Solid Waste Management Services comprising of Door to door collection of MSW, road/street sweeping, segregation of Wastes drain cleaning and disposal of wastes at MCCs and OCCs and maintenance of sanitation on contract basis for a period of Eight Months in Sirkali Municipality

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After reading and understanding the tender conditions and draft agreement format and schedule and annexes and appendices to the tender document I/We do hereby submit my/our tender unconditionally.

Signature of the The Private Service Provider/ Out sourcing agency

**Annexure I**

(To be issued by the client of The Private Service Provider/ Outsourcing agency in their letter head)

Certified that Thiru/Selvi/Tmt/M/s. (use whichever is applicable) .....  
.....residing at / having his/her/their address at .....executed the work of garbage/municipal solid waste door by door collection, Street sweeping collection , segregation of Wastes and Disposal of Waste at MCCs and Occs and maintenance of sanitation at municipal schools 10 nos work in ..... Municipality/ Corporation/ Panchayat/ (mention whichever is applicable) from ..... to.....

Dated at .....(mention the place) this the ..... (mention the day) day of ..... (mention the month) .....(mention the year)

Signature of the person  
having the experience  
mentioned above

Signature and seal of the  
Certificate issuing authority

**Annexure II**

Certified that Thiru/Selvi/Tmt/M/s. (use whichever is applicable ) .....  
..... residing at / having his / her / their address at .....  
..... is having a business turnover of a sum of Rs...../- (Rupees ..... only) for the following years  
.....  
.....  
.....

Certified that this certificate is issued after verification of the books of accounts maintained by the above person / firm/company(use whichever is applicable)

Dated at .....(mention the place) this the ..... (mention the day) day of ..... (mention the month) .....(mention the year)

Signature and seal of the auditor issuing the Certificate

Signature of the The Private Service Provider/ Out sourcing agency

**Annexure III**

**Anti – Collusion Certificate**

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

Dated this ..... Day of ..... 2021

.....  
(Name of the Bidder)

.....  
(Signature of the Bidder/ Authorised Person)

.....  
(Name of the Authorised Person)

**Annexure IV**

**UNDERTAKING**

*(To be prepared in an Rs.20/- valued India Non-Judicial Stamp Paper)*

I,.....S/o.....aged.....  
years..... (Capacity, Company Name &  
Address) do hereby solemnly affirm and sincerely state as follows:

I, the undersigned solemnly affirm that our (Company Name to be inserted)  
has not been Black Listed by any Government Departments during the past  
years for any reasons whatsoever.

Place:

Date:

Signature of the deponent

The above named deponent has understood the contents well and solemnly  
and sincerely declared and affirmed by the deponent in my presence  
at.....and signed before me on this .....day.....2021.

(Seal)

(Signature of the Notary public)



## **Annexure V**

### **Format for Financial Capability**

The following format shall be used for statement of financial capability of bidders

Year	Annual Turnover
2018-2019	
2019-2020	
2020-2021	

#### **Instructions**

For the purpose of qualification

1. The financial year would be the same as the one followed by the bidder for its annual report.
2. The bidder shall provide the audited annual financial statements as required for this RFP. Failure to do so could result in the Proposal being considered as non-responsive.
3. A certificate from the statutory Auditor should be provided as supporting document certifying the Financial Capability submitted by the bidder.

## **Annexure VI**

### **Details of Bidder**

1.
  - (a) Name of Bidder firm/society
  - (b) Address of the office(s)
  - (c) Date of incorporation and/or commencement of business
  
2. Brief description of the Bidder's main lines of business
  
3. Details of person who will serve as the point of contact / communication for ULB with the Bidder :
  - (a) Name :
  - (b) Designation :
  - (c) Company/Firm :
  - (d) Address :
  - (e) Telephone number :
  - (f) E-mail address :
  - (g) Fax number :
  - (h) Mobile number :

**Annexure VII**

**PERFORMANCE SECURITY  
(PROFORMA OF BANK GUARANTEE)**

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

**In favour of**

----- Municipality, represented by the Commissioner, ----- Municipality, and having its office at

The Commissioner  
Municipality,  
(insert address of the ULB).

Hereinafter referred to as “ULB”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

**WHEREAS**

By the Agreement (“the Agreement”) dated ..... entered into between ULB and [*insert name of successful Bidder*], a company incorporated under the provisions of the Companies Act, 1956/firm, having its registered office/permanent address at [*insert address*], (“the Service Provider”), the Service Provider has agreed for engaging of --- No. of workers for Municipal Solid Waste Management Services comprising of Door to door collection of MSW, road/street sweeping, Segregation of Wastes drain cleaning and disposal of waste at MCCs

and OCCs on contract basis for a period of one year in Ward Nos.-----  
-----and-----of ----- Municipality

- A. [insert details on designated locations], (hereinafter referred to as “the Project”).
- B. In terms of the said Agreement, the Service Provider is required to furnish to ULB, an unconditional and irrevocable bank guarantee for an amount of Rs. [insert amount] [Rupees (insert amount in words)] in favour of [insert name], [insert the name of the ULB] as security for due and punctual performance/discharge of its obligations under the Agreement, relating to the execution of the Project.
- C. At the request of the Service Provider, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Service Provider of its obligations relating to the Project.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by Service Provider of all its obligations relating to the Project and in connection with execution of the Project as envisaged in the Agreement.
2. The Guarantor shall, without demur, pay to ULB sums not exceeding in aggregate Rs. [insert amount] [Rupees (insert amount in words)], within 15 days of receipt of a written demand thereafter from ULB stating that the Service Provider has failed to meet its obligations under the Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Service Provider or validity of demand so made by ULB and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Service Provider or any other Person. The Guarantor’s obligations

hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

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

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

SIGNED AND DELIVERED.

by.....Bank

by the hand of Shri .....

its ..... and authorized official.