

MUNICIPAL CORPORATION AJMER

NOTICE INVITING BID (NIB)

FOR

PROCUREMENT OF SERVICE FOR OPERATION OF "SURVEY BASED DOOR TO DOOR HOUSEHOLD WASTE COLLECTION" , SEGREGATION AND TRANSPORTATION OF COLLECTED HOUSEHOLD WASTE AND OTHER NON RESIDENTIAL, COMMERCIAL WASTE & STREET SWEEPING WASTE, ALL KIND OF WASTE INCLUDING DRAIN CLEANING WASTE UP TO SECONDARY COLLECTION POINT / TRANSFER STATION AND ALSO UP TO SANITARY LANDFILL SITE THROUGH LIVE MONITORING USING GEO-FENCING & RFID BASED MONITORING SYSTEM SCANNING IN AJMER SOUTH AREA WARDS (CIRCLE NO. 4,5,6,7,8) OF MUNICIPAL CORPORATION AJMER.

NIB NO..... /2024-25

**RajKaj Ref
12075985**



MUNICIPAL CORPORATION AJMER**Notice Inviting Bid (NIT) E-Bid for NIB No. _____****Date: _____**

Municipal Corporation Ajmer invites bid through online bidding for Procurement Of Service For Operation Of "Survey based Door To Door Household Waste Collection", Segregation And Transportation of Collected Household Waste and other Non Residential, Commercial waste & Street sweeping waste, all kind of waste Including drain cleaning waste up to secondary collection point/ Transfer Station and also up to sanitary landfill site Through Live Monitoring Using Geo-Fencing & RFID Based Monitoring System scanning In Ajmer South area Wards (Circle No. 4,5,6,7,8) of Municipal Corporation Ajmer through e-procurement portal <https://eproc.rajasthan.gov.in> from eligible bidders. Bidding will be conducted through procedures in accordance with the RTPP act 2012 and RTPP rules 2013, amended up to date and under National Competitive Bidding with Two Stage bidding procedure (Technical And Financial Evaluation). E-Bid are hereby invited as per enclosed Bid Document. Details of NIB are mentioned below.

Name & Address of the Procuring Entity	Commissioner, Municipal Corporation, Prithvi Raj Marg, Ajmer , Rajasthan, 305001
Subject of Procurement	Procurement Of Service For Operation of survey based Door To Door Household Waste Collection, Segregation And Transportation of Collected Household Waste and other Non Residential, Commercial waste & Street sweeping waste, all kind of waste Including drain cleaning waste up to secondary collection point/ Transfer Station and also up to sanitary landfill site Through Live Monitoring Using Geo-Fencing & RFID Based Monitoring System scanning In Ajmer South area Wards (Circle No. 4,5,6,7,8) of the Municipal Corporation Ajmer .
Tenure of Bid	02 Years, Extendable up to next 1 Year with satisfaction of work by Ajmer Municipal Corporation on mutual consent of Ajmer Municipal Corporation and Firm. After completion the tenure of bid, if new bid is taking time, the contractor will have to extend his services till the finalization of the new bid
Bid Procedure	Two-stage (Technical And Financial Evaluation) open competitive e-Bid procedure at https://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Technical Bid & Financial Bid Evaluation
Eligibility Criteria	As detailed in Bid Documents
Websites for downloading Bidding Document	www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in
Estimated Cost	Rs. 13,07,69760.00/- for two years (thirteen Crore Seven Lacs Sixty Nine Thousand seven hundred sixty only.
Fees	Bidding document fee (Non-Refundable): Rs. 10,000/-(Rs. Ten Thousand only) Bid Processing Fee (Non-Refundable): Rs. 5,000 (Rs. Five Thousand only) in favor of MD, RISL (Through Online)
Bid Security (EMD)	2% Bid Security of Project cost is applicable as per rules and for MSME of rajasthan it will be 0.5%.
Release of NIB	From: Dated 28/11/2024 11.00 am
Online Bid Purchase Start Date	11:00 am. onwards on 28/11/2024

Pre- Bid Meeting	Date 09/12/2024 at 03.00 PM (at Municipal Corporation Ajmer)
Manner, End Date for Online submission of Bids	Manner: Online at e-Proc website (https://eproc.rajasthan.gov.in) , www.sppp.rajasthan.gov.in End Date: 17/12/2024 (Up to 06:00 pm.)
Date & Time of Technical Bid Opening	Date: 18/12/2024 Time: 03:00 pm.
Date/ Time/ Place of Financial Bid Opening	Will be intimated online(On portal)
Bid Validity	90 days from the bid submission deadline

Details of Work:

Sr. No.	Name of Work	Estimated Cost (Rs. In Lacs.)	Bid Security	Period of completion	NIT No.
1	Procurement Of Service For Operation Of Survey Based Door To Door Household Waste Collection, Segregation And Transportation of Collected Household Waste and other Non Residential, Commercial waste & Street sweeping waste, all kind of waste Including drain cleaning waste up to secondary collection point/ Transfer Station and also up to sanitary landfill site Through Live Monitoring Using Geo-Fencing & RFID Based Monitoring System scanning In Ajmer South area Wards (Circle No. 4,5,6,7,8) of the City of Municipal Corporation Ajmer as per enclosed scope of work after giving prescribed Bid security.	Rs. 13,07,69760/- for two years (Thirteen Crore Seven Lacs Sixty Nine Thousand seven hundred sixty only.	Rs 2615395/-	02 Years & extendable up to 01 year with satisfaction of work with mutual consent	_____

Note:

- The interested bidder may submit their proposals online along with a Non-refundable bid fee of Rs 10,000/- (Rupees Ten Thousand only) towards the cost of Bid Document and RISL processing fee Rs 5,000/- (Rupees Five Thousand Only) both deposited in the account of Municipal Corporation Ajmer. The Scan Copy of receipt of online payment should be uploaded on website <https://eproc.rajasthan.gov.in> along with the technical bid cover. Online fee will be deposited by the bidder in these accounts only-

S.No	Details of payment amount	Payble Name	Bank Name	Account No.	IFSC Code	Amount
1	Processing Fees	Commissioner Nagar Nigam, Ajmer	ICICI Bank	018501006063	ICIC0000185	5000
2	Tender Fees	Commissioner Nagar Nigam, Ajmer	Bank of Maharashtra , PR Marg ,ajmer	20168012381	MAHB0001231	10000
3	Bid Security Amount	Commissioner Nagar Nigam, Ajmer	SBI Bank PR Marg, Ajmer	1777214185	SBIN0001568	2615395

2. Any other details or information can be received in working hours from the office of the Municipal Corporation Ajmer.
3. Each bid must be accompanied by Bid Security Applicable in accordance with the provisions of "Rajasthan Transparency in Public Procurement Act 2012 & Rules 2013" website. Bid Document can be seen at or obtained from website <https://sppp.rajasthan.gov.in>, <https://eproc.rajasthan.gov.in>. A complete set of bids can be downloaded from above mentioned website/s. Bid/s shall remain valid for 90 days (Ninety days) from the date of opening of the bid.
4. The Performance security @ 5 % of the gross amount shall be deposited by successful bidder with in fifteen days after issuing of Letter of Acceptance in the form of BG/FDR etc. (For MSME performance security shall be @ 1 % of the gross amount). The bid security deposited shall however be adjusted while depositing the Performance Security. Performance security notified by GoR shall be applicable. If contract period extends for next 3rd Year bidder shall liable to deposit additional performance security accordingly as per prevailing bid rules. Any bid without cost of bid, bid processing fee and earnest money deposit (EMD) as in the NIT shall be rejected as non-responsive.
5. Bidder, who procured digital certificate as per IT Act 2016 to sign their electronic bids, shall submit their technical and financial offer online on above mentioned web site up to time and date mentioned herein above.
6. In addition to above, the scanned copies in PDF Format of the Original Documents should be uploaded along with the technical Bid/ cover:
 - a) Soft copy of Technical Bid in PDF Format.
 - b) Power of Attorney for appointing authorized representative.
 - c) Joint Venture Agreement (if applicable).
 - d) Certificate of registration in PF/ESI/GST and PAN Card is required.
 - e) Photocopy of Bid Amount and Processing Fee Deposit Document/Receipt.
 - f) Photocopy of Bid Security Deposit Document/Receipt.
 - g) Certificate in evidence of annual turnover certified by Chartered Accountant with UDIN System.
 - h) Details of experience, work order and certificate. As per requirement of eligibility criteria.
 - i) Last three year ITR.
 - j) Photocopy of Ration Card, Election Voter ID Card, and other Documents in support of Permanent Address Proof.
 - k) All documents of Technical proposal check list enclosed should be duly filled on Letter Head and duly signed on every page.
 - l) All the Annexure should be uploaded dually filled (if necessary) and signed.
7. Contract document consisting of the detailed plans, complete specifications, the schedule of the quantities of the various classes of work to be done and the set of conditions of contract to be complied with by the persons/ firms whose Bid may be accepted, which will also be found printed in the form of Bids can be seen at the office every day except on Saturday, Sundays and public holidays, during office hours or it can be seen/ downloaded from web site <https://eproc.rajasthan.gov.in>. & <https://sppp.raj.nic.in>.
8. Earnest Money deposit as per NIB is to be paid on **12075085** in favor of commissioner Municipal Corporation Ajmer. No refund of Bid fees is claimable for Bids not accepted or forms returned or

for Bids not submitted.

9. If any Bidder withdraws his Bid prior to expiry of said validity period or mutually extended period or makes modifications in the rates, terms & conditions of the Bid within said period, which are not acceptable to the department or fails to commence the work in the specified period/fails to execute the agreement the department shall, without prejudice to any other right or remedy, be at liberty to forfeit the amount of Bid security given in any form absolutely. All Bids, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, or other discrepancies or which contain over-writing in figures of words or corrections not initialed and dated, will be liable to rejection.
10. Annexure A, B,C, D & E are also attached with the bid Forms are suppose to read and thoroughly filled as and where required & Additional work/service may be procured by placing a repeat order on the rates & conditions of the original order if applicable.
11. In case of any bidder fails to upload copy of Required Documents as mentioned in the bid document shall not be accepted. Any subsequent addendum/corrigendum shall be published only at the websites www.sppp.raj.nic.in & <https://eproc.rajasthan.gov.in> and will be published in newspapers also. In case there is a holiday on the day of opening of bids, activities assigned on that date shall be carried out on the next working day.
12. Before electronically submitting the bids, it should be ensured that all the Bid Documents including conditions of contract are digitally signed by the bidder. Municipal Corporation Ajmer shall not be responsible for any delay in submission of bid in electronic form.
13. Department will not be responsible for delay in online submission due to any reason. The procuring entity reserves the sole right to cancel the bid process and reject any or all of the Bids without assigning any reason. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. No conditional bids shall be accepted and such bids shall be summarily rejected forthwith.
14. The provisions of RTPP Act 2012 and RTPP Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and RTPP Rules 2013 and Rules thereto, the later shall prevail.
15. Municipal Corporation Ajmer reserves the right to accept or reject any bid, or to cancel the bidding process and reject all bids, at any time prior to award of the Contract, without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds of Employer's action. The procuring entity reserves the sole right to cancel the bid process and reject any or all of the Bids without assigning any reason.

Health Officer
Municipal Corporation Ajmer

Deputy Commissioner (Administration)
Municipal Corporation Ajmer

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1.0 INTRODUCTION

1.1 Project Background

1.1.1 Introduction of Ajmer City: - Ajmer is one of the major and oldest cities in the Indian state of [Rajasthan](#) and the centre of the eponymous [Ajmer District](#). It is located at the centre of [Rajasthan](#). It is also known as heart of [Rajasthan](#). The city was established as "Ajayameru" (translated as "Invincible Hills") by a [Chahamana](#) ruler, either [Ajayaraja I](#) or [Ajayaraja II](#), and served as their capital until the 12th century CE. Ajmer is surrounded by the [Aravalli Mountains](#). Ajmer has been a municipality since 1869. Ajmer has been selected as one of the heritage cities for the [HRIDAY](#) and Smart City Mission schemes of the [Government of India](#).

1.1.2 The contract period (the "Contract Period") for this project is for a term of 02 Years, Extendable up to next 1 Year.

1.1.3 Bid is invited for the Project on the basis of lowest rate quoted per household per month required by a Bidder for implementing the Project. The Bidder shall quote lowest rate quoted per household.

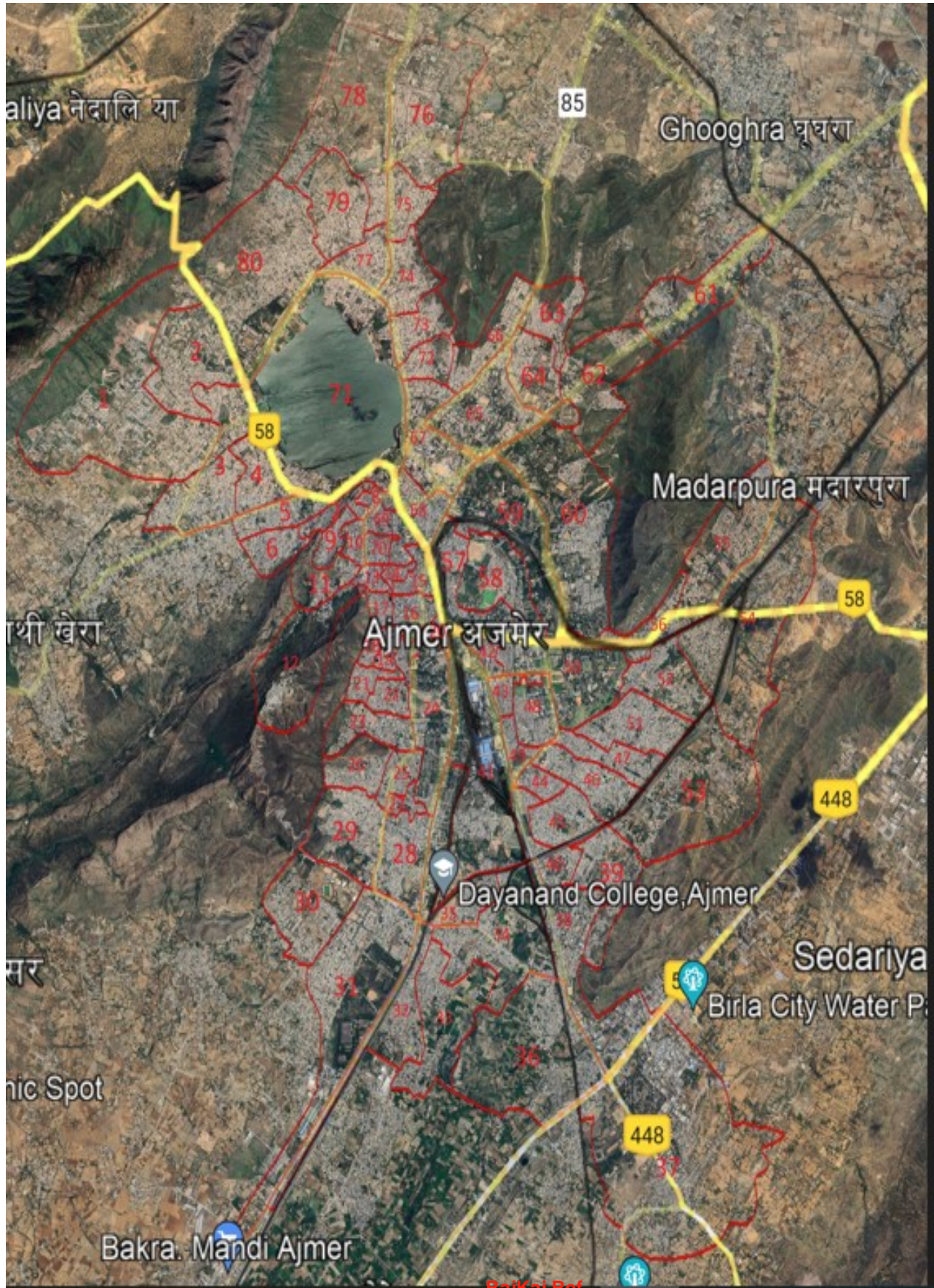
1.1.4 All Bids shall be prepared and submitted in accordance with terms set forth in the Bidding Documents to be provided by AMC as modified, altered, amended and clarified from time to time by AMC. The Bid shall be valid for a period of 90 (Ninety) days for submission of Bids.

1.1.5 Details of Ajmer: - Approximate population of Ajmer South area is 2,39,257 in year 2022-23 as per exponential increase in population census 2011. The estimated collected household waste generated, at present within the Ajmer South city is approx. 110 TPD. However, Ajmer Municipal Corporation may at its sole discretion to add new areas in Bid Document. Approximate no of households & commercial establishments are mentioned below-

S.No	Ajmer South Ward no.	Approximate Total Population	Average No. of House holds	commercial	As per tentative route Chart Total Distance to be travelled by Auto Tipper for ward (km)
1	21	7308	765	73	9.74
2	22	7401	550	68	9.94
3	23	5544	1550	56	13.27
4	24	6697	670	114	3.5
5	25	6473	1054	77	8.47
6	26	6762	1410	67	5.16
7	27	6461	1208	50	9.54

8	28	8061	850	48	9.13
9	29	6315	1500	138	14.79
10	30	6068	700	18	32.35
11	31	4900	850	113	13.08
12	32	6591	840	114	15.65
13	33	6579	750	40	11.66
14	34	6759	950	63	22.88
15	35	6245	600	97	6.26
16	36	6909	2640	116	5.66
17	37	7849	1867	218	7.64
18	38	5258	860	244	13.24
19	39	6579	1371	107	24.09
20	40	6603	1030	142	9.7
21	41	8997	1191	57	4.34
22	42	5046	1200	77	2.5
23	43	6079	650	156	9.94
24	44	6041	1220	192	7.78
25	45	6124	1230	49	9.25
26	46	6377	1080	152	15.66
27	47	7070	1256	152	5.02
28	48	6364	1500	65	4.6
29	49	6552	700	91	1.49
30	50	6416	1275	68	7.25
31	51	8221	2650	134	24.19
32	52	9077	1840	106	23.45
33	53	4955	1930	58	25.15
34	54	8734	3540	84	18.64
35	55	5782	1740	152	57.29
36	56	6060	860	101	12.3
	Total	239257	45877	3657	

**Above values are only indicative, Firm has to do detailed survey for implementation, execution and operation of work.
(Details are mentioned in section iv clause no. 10)*



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1. 2 Brief description of bidding Process

1.2.1 The AMC has adopted two stage process (technical & financial) for selection of the Firm for award of the Project. The Bidder shall pay to AMC a sum of Rs. 10,000/- (Rupees Ten Thousand only) which would be non refundable as the cost of the Bidding Documents.

12.2 In terms of the Bid Document, a Bidder will be required to deposit desired amount and submit as per Notification of Government of Rajasthan applicable at the time of bidding shall be paid online in the account of AMC.

1.3 Schedule of Bidding Process

AMC would endeavor to adhere to the following schedule:

S. No	Description	Date & Time
1	Release of NIB	11.00 pm
2	Online Bid purchase start date	11.00 am
3	Pre-bid meeting	03.00 pm
4	Online Bid Submission End date & time	, 06.00 pm
5	EMD Fee Deposition, Bid Security Fee, Processing Fee Deposition	Time: 01:00 pm.
6	Technical Proposal open Date and Time	, 03.00 pm
7	Financial Bid open Date and Time	Will be intimate latter to technically responsive bidder

2.0 INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Notice Inviting Bids

The Commissioner, Municipal Corporation Ajmer invites online Bids from competent Bidders for Door To Door Household Waste Collection, Segregation And Transportation of Collected Household Waste and other Non Residential, Commercial waste & Street sweeping waste, all kind of waste Including drain cleaning waste up to secondary collection point/ Transfer Station and also up to sanitary landfill site Through Live Monitoring Using Geo-Fencing & RFID Based Monitoring System scanning In Ajmer South area Wards (Circle No. 4,5,6,7,8) of Municipal Corporation Ajmer.

2.2 Objectives

- i. To comply with Municipal Solid Waste Management and Handling Rules, 2016 and their amendments till date. To comply with NGT Orders given regarding this till date.
- ii. To improve the existing standard of public health and environmental quality by establishing efficient mechanism for Door to Door Garbage collection from every household, commercial and other all types of establishments and transportation of Municipal Solid Waste.
- iii. Ensure clean and hygienic collection and transportation system of Municipal

Solid Waste by Segregation of waste collected from every household, commercial and other all types of establishment.

- iv. To install RFID card at every household, commercial, establishments and others.
- v. Ensure Live monitoring through Geofencing & RFID Cards.
- vi. Ensure Collection of waste on daily basis and User Charge.
- vii. User charges collection from every household, commercial, establishments and others.
- viii. Improve Productivity of Man, Material and equipment.

*All the Parameters shall be as per CPHEEO Guidelines and DLB orders.

2.2.1 Important Instruction: - The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the act] and the “Rajasthan Public Procurement Rules, 2013” [hereinafter called the rules] under the said Act has come into force which is available on the website of <https://eproc.rajasthan.gov.in>, <https://sppp.rajasthan.gov.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process.

2.3 Scope of Work: -

- Deployment of sufficient Nos. of Auto Tipper as per fixed plan until & unless route plan changes and approved by authority.
 - Door to Door Collection from each household, commercial and other establishment i.e. Multi storey, complexes, markets, Petrol pumps, malls, schools, institution establishments etc. situated in wards of the city Through Live Monitoring and RFID Cards. (Work shall be done as per fixed routes maps until & unless route plan changes and approved by authority). Collection of waste should not be omitted from any type of dwelling unit or establishment.
 - Compartments for wet and dry waste collection and bin for domestic hazardous waste in all vehicles for segregation. A separate mechanism should be there for collection of e-waste.
 - Separate Auto –Tipper for bio degradable waste from vegetable markets, hotels, flower waste.
 - Transportation of Collected Household Waste & Non Residential, Commercial waste & Street sweeping waste, all kind of waste Including drain cleaning waste up to secondary collection point/ transfer station and also up to sanitary landfill site.
 - Installation and scanning of RFID card at entry & exit point of each street in a ward; and for commercial and other establishments 100% installation and scanning is required.
 - RFID scanning and collection of Waste and User charges according to RFID system
 - User charges collection from every household, commercial , establishments and others.
 - Live monitoring through Geo-fencing.
 - Development of live monitoring system at Ajmer Municipal Corporation office.
- (Complete details are mentioned in section iv clause nos. 10)

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- Survey :

Survey should be done as per the fields given in the Bid document. Survey should be done by the firm online, Means through Tablet or Mobile app, where the entire fields should be filled by the ground staff and after the submission directly data should be commit in the Final Data base.

- Software :-

VTS software and user charge collection interface should be online and cloud base , In VTS firm should have, Ward Boundaries , Route Chart , Total distance to be covered , Live Vehicle Tracking , and previous days vehicle tracking, Scanning of properties , SMS on door to door waste collection, , No of trips , Ward entry and Ward Out times , total distance covered and any other requirement by AMC.

In User charge collection interface , the user charge software should scan through RFID and will receive the amount through online only. No cash collection will be taken by AMC. The receipt of the payment should be given by the firm at the time of collection.

In both the software, the interface for monitoring should be given to AMC officials. Any other change required by the AMC should be done by the Firm.

The DATA generated by the Survey is the sole property of Ajmer Municipal Corporation. Any other use by the bidder is an offence.

2.3.1 Pre-Operational Activities: The Firm shall have to complete the pre-operational activities before starting operations of collection of collected household waste & Commercial Waste in the service area. (Complete details are mentioned in clause nos. 10)

2.3.2 Procurement/ Arrangement of equipment, vehicles and other accessories for collection, storage & transportation of collected household waste & Commercial and other waste including their maintenance. Firm shall arrange all the required equipment, tools and vehicles, workshop and parking of vehicles at their own cost. Firm should arrange POS machines for the auto tippers. (One POS machine per Auto Tipper). POS Machine shall be integrated with firm portal. Operation and maintenance of POS machines shall be done by Firm.

Installation cost of RFID Card shall be borne by the Firm. Firm shall install different colored RFID Card for Residential, commercial and other establishments. Scanning and collection of waste & user charges will be done by the firm from RFID scanning.

2.3.3 Repairs and Maintenance

Firm shall carry out regular repairing and maintenance at least once in 3 months of all equipment and vehicles being deployed by the Firm at his own cost.

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2.3.4 Capacity and Awareness Building

- Designing and implementing public awareness campaigns to elicit the best response from public in practicing source segregation, door-to-door collection.
- Involve NGO, RWA, Corporators AMC officials in public awareness campaigns.
- AMC will provide necessary assistance to firm in capacity and awareness buildings.

2.3.5 Collection of Monthly Fee/ User Charges

I. Households: AMC intends to levy user charges for services provided to the households and all other entities & establishments for providing “Door to Door Collection Services of waste”. The same shall be collected by Firm and shall be deposited in dedicated account for the user charge provided by the AMC. The Firm will collect the approved user charges from residential, commercial and others establishments for providing service. Collection of cash in any case will not be acceptable.

II. Commercial: AMC intends to levy user charge from Commercial and other establishments such as hotels, dhabas, medical stores, salons, Hospitals, Dispensary, Marriage Halls, Multi Storied buildings, Thadi, Thela etc. for providing “Door to Door Collection Services of waste”. The same shall be collected by Firm and shall be deposited in dedicated account for the user charge provided by the AMC.

III. All the user Charges will be applicable as per Rajasthan State Government’s Notification vide no. 26213 dated 12/04/2019 and any further amendments as applicable and In case of discrepancy or disputes arises, the decision of Mayor / Commissioner for the said purpose shall be binding to the Firm..

IV. If Firm collects user charges and any penalty is imposed by any Court/ any consumer forum or any other authority on the Municipal Corporation Ajmer due to non performance that shall be recovered from the firm.

2.4. Eligibility Criteria

2.4.1 The Bidder(s) eligible for participating in the bid shall be any one of the following categories-

- The bidder can be a single Business Entity¹, MSME or Joint Partnership with other companies/firm meeting the qualification criteria as set out in the Bid Document.
- The Bidder should meet the following eligibility criteria to participate in the bid; Single Business Entity, MSME or Joint Partnership shall have a positive Net Worth as per the latest financial year, ending not earlier than 12 months prior to the Bid Due Date, for which the audited accounts were prepared.

In the case of a Joint Partnership firm should meet following criteria:-

(a) The Lead Partner shall be a Business Entity.

(b) The general terms and conditions governing the liabilities amongst the partners shall be

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described in the agreement constituting the Joint Partnership. (Here in after referred to as Partnership Agreement).

(c) The maximum number of participants in the Joint Partnership shall not exceed two including the Lead Partner.

(d) Lead Partner shall be responsible for project financing arrangements and must have experience for door to door collection and transportation.

(e) In addition to the Partnership Agreement, a letter of authority specifically providing authorization for this Project as provided in Appendix IV.

(f) Lead partner shall be responsible for technical, financial and legal issues.

¹ (The Business entity means a legal entity duly incorporated under the companies Act 1956/Society/trust/registered partnership firm under the relevant regulation/legislation with a registered office in India. In case of a partnership firm or a society. A copy of certificate of registration issued by the concerned authority should be submitted along with the proposal.)

2.4.2 Other eligibility requirements

- (a) Copy of bidders PAN No., EPF and ESIC registration document.
- (b) Proof of Company registration document/ MoA/ incorporation certificate.
- (c) Audit Report of last 03 financial years.
- (d) Certificate in evidence of annual turnover certified by Chartered Accountant by UDIN System.
- (e) Documentary evidences of minimum one continuous year in last five (5) Years in the form of letter of recommendation or work order issued by urban local body in support to the experience in operation and maintenance of similar Live Monitoring based monitoring system.
- (f) Bidder / Firm should not be in blood relation with any of the Govt. Officer in Nigam / Parshad. Duly signed and stamped Original certificate issued by Non Judicial Stamp/ Notary Public of Rs 100/- should be submitted in support of the statement.

2.5 Bid Evaluation Criteria

The eligibility criteria and marking system have been elaborated in the Bidding Documents. The Bidders are advised to respond in precise manner supported by credential certificates/performance certificates and copy of work orders.

2.5.1 Technical eligibility:

The parties who meet the eligibility criteria shall be qualified for further procedure. This will be done by team of expert members as may be constituted by the AMC. After satisfying with the Bidders submissions and work performance, the technical eligibility will be confirmed.

2.5.2 Financial eligibility:

Financial bids of all the Bidders who have been declared qualified in technical evaluation shall be opened. This will be done by team of expert members as may be constituted by the AMC.

2.6 Cost of Bidding

2.6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid and AMC will in no case be responsible or liable for those costs.

2.7 Site Visit

2.7.1 The Bidder is advised to visit and examine the service area under Municipal Limits of AMC and obtain for himself on his own responsibility all information that may be necessary for preparing the bid, evaluate the cost per household unit and entering into a contract for collection and transportation of collected household waste up to ~~sewerage~~ **rajanagar** collection point. The costs of visiting the service area shall be at the Bidder's own expenses. **12075985**

2.7.2 The Bidders must familiarize themselves with local conditions and to take them into account in preparing their proposals.

B. BIDDING DOCUMENTS

2.8 Contents of Bidding Documents

2.8.1 All the documents uploaded by AMC on tender portal will be considered as Bid Documents.

2.8.2 The Bidder is expected to examine carefully the contents of the Bidding Documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk.

2.9 Clarifications of Bidding Documents

2.9.1 A prospective Bidder, requiring any further information or clarification of the Bidding documents, may notify AMC in writing.

2.9.2 AMC will respond to any request for clarifications received in advance prior to the dead line for submission of Bids, or queries raised during the pre-bid conference, if scheduled. Copies of the AMC's response will be forwarded to all purchasers of the Bidding documents, including a description of the enquiry.

2.9.3 In the event of any conflict or discrepancy within the Bidding Documents, the decision of mayor / commissioner will be final.

2.10 Amendment of Bidding Documents

2.10.1 At any time prior to the deadline for submission of Bids, the AMC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder may modify the Bidding Documents by issuing an Addendum/Corrigendum.

2.10.2 Any Addendum/Corrigendum thus issued shall be part of Bidding Documents pursuant to sub-clause 2.8.1, and it will be notified online to all bidders and will be binding on them.

2.10.3 To afford prospective Bidders reasonable time in which to take the addendum into account in preparing their Bids, the AMC may, at its discretion, extend the deadline for the submission of Bids.

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C. PREPARATION OF BIDS

2.11 Language of Bid

The Bid, and all correspondence and documents, relating to the bid, exchanged between the Bidder and the AMC, shall be written in the Hindi or English language. Supporting documents and printed literature furnished by the Bidder may be written in another language, provided that they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the bid, the English translation shall prevail.

2.12 Documents comprising the Bid

The Bid submitted by the Bidder shall comprise the following: Bid Document and Appendix to Bid; Bid Security; Price Schedule; the information on eligibility and qualification; and any other materials required to be Comprehensive and submitted by Bidders in accordance with these Instructions to Bidders.

2.13 Bid Prices

2.13.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the Work as described in the Bidding Documents, based on the schedule of unit rates and prices submitted by the Bidder.

2.13.2 The Bidder shall fill in rates and prices In Rupees per House hold / Commercial Entity for operation and maintenance charges described in the Price Schedule, and no alterations or additions shall be made to the schedule by the bidder. Quoted rates must be in ink or typed out clearly and legibly in both figures and in words in the spaces provided in the form. The same person signing the Bid on behalf of the Bidder must sign any corrections. Items against which no rate or price is entered by the Bidder will not be paid for by the AMC when executed and shall be deemed covered by the other rates and prices described in the Bill of Quantities.

2.13.3 All duties, taxes and other levies payable by the Firm under the Contract or for any other cause shall be included in the Rate per household per unit as on date of submission of Bid and the total bid price submitted by the Bidder applicable as on submission date. The evaluation and comparison of Bids by the AMC shall be made accordingly.

2.14 Currencies of Bid and Payment

Per unit household per month rates shall be quoted by the bidder entirely in Indian Rupees.

2.15 Approved User Charges for collection of waste as per Rajasthan State Government's Notification letter no 26213 dated 12/04/2019 and further amendments as applicable. Firm has to do

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survey of the entities mentioned in above Notification for door to door collection of waste and user charges collection.

2.16 Bid Validity

2.16.1 Bids shall remain valid for a period, 90 (Ninety days) days after the last due date of submission of Bid.

2.16.2 In exceptional circumstances, prior to expiry of the original bid validity period, AMC may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his EMD for the period of, in compliance with Clause 2.18 in all aspects.

2.17 Earnest Money Deposit

2.17.1 Bidder will be required to deposit desired amount and submit Bid Security as per rule shall be paid online in the account of AMC.

2.17.2 Any Bid not accompanied by an EMD shall be summarily rejected by AMC as non-responsive.

2.17.3 The EMD of unsuccessful Bidders shall be refunded after the successful Bidder furnishes the required Security Deposit/ Performance Guarantee to the Municipal Corporation Ajmer and signs the Contract Agreement or within thirty (30) days of the expiry of validity period of Bids, whichever is earlier.

2.18 Forfeiture of EMD

2.18.1 The Bidder shall not revoke his Bid or vary its terms and conditions without the consent of the AMC during the validity period of Bid. If the Bidder revokes the Bid or varies its terms or conditions contrary to its promise to abide by this condition, the EMD submitted by Bidder shall stand forfeited without prejudice to his other rights and remedies and the Bidder shall be disentitled to submit a bid to AMC for execution of any work during the next twenty-four (24) months effective from the date of such revocation.

2.18.2 If the successful Bidder does not pay the Performance Security Deposit, as per Bid Document, in the prescribed time limit or fails to sign the Contract Agreement his Earnest Money Deposit will be forfeited by the AMC.

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2.19 Alternative Bids: - No alternative bids shall be entertained.

2.20 Pre-Bid Meeting/Conference:

2.20.1 A pre-bid meeting (Offline) may be held if AMC feels the need for the same and date and time shall be intimated separately. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

2.20.2 The Bidder is requested to submit any question in writing, to reach the AMC before the meeting.

2.20.3 Minutes of the meeting, including the text of the questions raised and the responses given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents, which may become necessary as a result of the pre-bid meeting, shall be made by AMC exclusively through the issue of an addendum pursuant to Clause 2.10 and not through the minutes of the pre-bid meeting.

2.20.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

2.21 Format and Signing of Bid

2.21.1 The Bidder shall provide all the information sought under this Bidding Documents and in specified formats. AMC will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

2.21.2 The Bid should be submitted online only (Technical Bid, Financial Bid)

A: (Technical Proposal)

Part I: Key Submissions

APPENDIX A: To be submitted as per Scope of Work mentioned in clause 10.0

APPENDIX B: Format for Intent to Submit Proposal

APPENDIX I: Covering Letter cum Project Undertaking

1) Details of Bidders as per ANNEXURE IV

(Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed)

2) RTGS in favour of “The Commissioner, Municipal Corporation Ajmer” for Rs.10,,000/- (Rupees Ten Thousand only) towards the cost of Bid Document.

3) EMD shall be paid online in the account of AMC.

4) The Bid shall be summarily rejected if it is not accompanied by the EMD.

5) Technical Capacity of the Bidder as per ANNEXURE V

6) Performance Satisfaction Certificate as per ANNEXURE VI

7) Financial Capacity of the Bidder as per ANNEXURE VII (Copies of Bidder’s duly audited balance sheet and profit and loss account for the preceding three years)

8) Statement of Legal Capacity as per ANNEXURE VIII

APPENDIX II: Power of Attorney for signing the Bid

APPENDIX III: Power of Attorney for MSME

APPENDIX IV: Joint Bidding Agreement

APPENDIX V: Anti-Collusion Certificate

Part II: Technical Proposal

APPENDIX VI: Technical Proposal

B: (Financial proposal)

Part III: Financial Proposal

APPENDIX VII: Financial Proposal

2.21.3 The Technical Bid should be furnished in the format at APPENDIX VI, clearly indicating the components in the Bid Document and signed by the Bidder’s authorized signatory.

2.21.4 The Financial Bid should be furnished in the format at APPENDIX VII, clearly indicating the Bid amount in both figures and words, in Indian Rupees, and signed by the Bidder’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken in to account. The currency for the purpose of the Bid shall be the Indian Rupee (INR). If the Bid is submitted in any other currency, AMC reserves the right to use suitable exchange rate for the purpose of uniformly evaluating all Bids.

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2.21.5 All applicable taxes as per GOI and State Government if applicable will be deducted by the finance/account section of AMC.

2.21.6 The bidder shall scan and upload the documents online only. EMD and bid fee shall be submitted to AMC by the bidder through online mode only.

2.21.7 The Bid and all related correspondence and documents should be written in English/ Hindi. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by certified translations of the pertinent passages in English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

D. SUBMISSION OF BIDS

2.22 Submission of Bids: The entire desired document shall be submitted by bidder through online.

2.23 Submission of Bids

2.23.1 Bidders are required to submit their Bids as per instructions given in Clause 2.22.

2.23.2 The Bid Document will be submitted online on the <https://eproc.rajasthan.gov.in> as per time schedule (key dates) in the notice published on the above website.

2.23.3 The price proposal shall be submitted online only.

2.24 Important Points to be noted by the Bidder

(a) The Financial Bid shall be inclusive of all taxes (applicable as on date; any change in future shall be applicable as per actual) , Local taxes, service taxes etc. to be paid by the Bidder for the Work/Service and claim for extra payment on any such account shall not be entertained.

(b) Any change that will be made in the Bidding Documents by the competent authority after issue of the Bid will be intimated to the Bidder in the form of Corrigendum/Addendum for incorporating the same in the Bid before submitting the Bid

(c) The Financial Bid should be written both in words and figures at appropriate places.

(d) No alterations and additions anywhere in the Bidding Documents are permitted. If any of these are found, the Bid may be summarily rejected. The Bidder should get its doubts cleared during pre-bid meeting/ conference only.

(e) In case of a firm, each partner or power of attorney holder shall sign the Bid and the signatures shall be attested as witness by a reputed person in the space provided for the purpose. The attested copies of Power of Attorney of person signing the Bid shall be enclosed with the Bid.

(f) In case of private limited/ public limited companies, the power of attorney shall be supported by board resolutions and appropriate and adequate evidence in support of the same shall be provided.

(g) All pages and pasted slips should be signed by the Bidder.

(h) No page shall be added or removed from the set of Bidding Document.

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(i) The Bidder shall be deemed to have studied the schedule of Works/Services/Survey/Rents/ Items/ Quantities/ Rates, all plans, specifications, terms and conditions, shall inspect and examine the service area and its surrounding and shall satisfy itself before submitting its Bid as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the service area, nature of the Work/ Service and equipment necessary for the completion of the Works/ Services and means of access to the service area, the accommodation it may require and in general shall itself obtain all necessary information as to risk, contingencies, obligations under the Contract and all matter and things necessary for proper completion and maintenance of the Works/ Services. No extra charges shall be paid consequent on any misunderstanding.

(j) The Bidder shall submit the Bid which satisfies each and every condition laid down in this Bid notice, failing which the Bid will be liable to be rejected.

(k) Conditional Bids will be summarily rejected.

2.25 Deadline for Submission of Bids

2.25.1 Bids must be submitted online as per the dates and time given in the Bidding documents.

2.25.2 AMC may, at his discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in which case all rights and obligations of AMC and Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

2.25.2 Bids once submitted online will not be allowed to be checked or changed or rectified.

E. BID OPENING & EVALUATION

2.26 Bid Opening

2.26.1 The Commissioner, AMC or Authorized Person shall open the Bids online at specified in Bid Document.

2.26.2. The AMC will subsequently examine and evaluate the Bids in accordance with the provisions set out in the Bidding Documents.

2.27 Process to be Confidential

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

2.28 Technical Evaluation Criteria- Details mentioned in Section III: Qualification and Evaluation Criteria

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2.29 Opening of Financial Bids: - Details mentioned in Section III: Qualification and Evaluation Criteria

F. AWARD OF CONTRACT

2.30 Award

2.30.1 Prior to expiration of the period of bid validity prescribed by AMC, AMC will notify the successful bidder, confirmed by letter/ email, that his bid has been accepted. This letter hereinafter referred to as the "Letter of Acceptance (LOA)".

2.30.2 The notification of the award will constitute the formation of the Contract

2.30.3 Upon furnishing by the successful bidder of a Performance Security, AMC will promptly notify the other bidders that their bids have been unsuccessful.

2.30.4 Upon completion of all the formalities by the Successful Bidder, AMC will issue "Notice to proceed" mentioning date of start and intended date of completion.

2.30.5 Date of start shall be 45 days from the date of issuance of LOA.

2.31 Security Deposit/ Performance Security

2.31.1 Within 14 (fourteen) calendar days from the date of issue of the Letter of Acceptance from AMC, the Successful Bidder shall furnish to AMC a Performance Security of 5% of first year contract value in the form of Bank Guarantee.

2.31.2 Failure of the successful Firm to provide the requisite Performance Security shall constitute grounds for annulment of the award and forfeiture of the EMD made at the time of Bidding or debars the Firm for two years.

2.32 Forfeiture of Security Deposit against Work

2.32.1 The bid security may be forfeited, if the bidder does not accept his bid, as prescribed in this Bid Document.

2.32.2 If during the term of this contract, the Firm is in default of the due and faithful performance of its obligations under this contract, the Nagar Nigam Ajmer 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.

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2.33 Signing of Agreement

2.33.1 At the same time that AMC notifies the Successful Bidder that his bid has been accepted, AMC will send the Bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties i.e. Successful bidder & Commissioner AMC.

2.33.2 Within 14 (fourteen) calendar days from the date of issue of the Letter of Acceptance, the successful bidder shall sign the Form of Contract Agreement, in duplicate, on non-judicial stamp paper of value as per regulation of the Government of Rajasthan and return it to AMC. One copy of the signed agreement will be provided to the successful Firm, and the original will be retained by AMC.

2.34 AMC's Right to accept any Bid and to reject any or all Bids

Notwithstanding Clause 2.34, AMC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for AMC's action.

2.35 Signing of Bid

2.35.1 The Bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the AMC, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

2.35.2 All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing.

2.36 Corrupt or Fraudulent Practices

It is required that Bidders/Firms under the contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, AMC:

a) Defines for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to and after bid submission) designed to establish bid prices at artificial non-Comprehensive levels and to deprive the Borrower of the benefits of free and open competition.

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- b) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing contract.

2.37 Important Points to be noted by the Bidder:

2.37.1 The rates to be quoted online shall be inclusive of all taxes to be paid by the Bidder for the work/Service **and claim for extra payment shall not be entertained.**

2.37.2 Any change that will be made in the Bidding documents by the AMC, after issue of the Bidding documents will be intimated to the Bidder in the form of Corrigendum/Addendum for incorporating the same in the Bid before submitting the bid.

2.37.3 The Financial offer should be submitted online only. No hard copy of Price bid should be submitted.

2.37.4 The Bidder shall be deemed to have studied the scope of works/service, terms and conditions. The Bidder shall inspect and examine the service area and its surroundings and shall satisfy himself before submitting his bid as to the nature of the work/service and vehicles/machineries/manpower & IT system components necessary for the completion of the works/services.

2.38 Stamp Duty, Legal and Statutory Charges

It shall be incumbent on the Successful Bidder to pay stamp duty for the Contract Agreement, as applicable on the date of the execution.

2.39 Rights of the Corporation

2.39.1 AMC reserves the right to suitably increase/reduce the work area included in this Bid Document.

2.39.2 Commissioner, AMC reserves the right to increase/reduce or divide the contract under this bid as per rule.

SECTION II: BID DATA SHEET

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section I: Instructions to Bidders.

INTRODUCTION

ITB. 1.1.1	With the objective of implementing Procurement Of Service For Operation Of survey based Door TO Door Household Waste Collection, Segregation And Transportation of Collected Household Waste and other Non Residential, Commercial waste & Street sweeping waste, all kind of waste Including drain cleaning waste up to secondary collection point/ Transfer Station and also up to sanitary landfill site Through Live Monitoring Using Geo-Fencing & RFID Based Monitoring System scanning In Ajmer South area Wards (Circle No. 4,5,6,7,8) of Ajmer Municipal Corporation (AMC) has initiated competitive Two stage bid process (the "Bidding Process") and invites financial proposals (the "Bids") from eligible Bidders (the "Bidders") pursuant to this Bid Documents to be provided by the AMC (collectively the "Bidding Documents") for identification of private party (the "Firm") who in accordance with the provisions of the Contract Agreement to be executed between AMC and the Firm shall be responsible for Operation Of Door TO Door Household waste Handling.
ITB. 1.1.2	Period of Completion: The contract period (the "Contract Period") for this project is for a term of 02 years plus One year Extendable.
ITB. 1.1.3	Bidding Parameter- Rate quoted per households per Month. Bids will be invited for the Project on the basis of lowest Rate quoted per households unit required by a Bidder for implementing the Project. The Bidder shall quote the Rate quoted for said work for the project for the Contract Period.
ITB 2.4.1	Eligible Bidders The Bidder(s) eligible for participating in the bid shall be any one of the following three categories. The bidder can be a single Business Entity ² /MSME/ Joint Partnership with other companies/firms meeting the qualification criteria as set out in the Bid Document.

BIDDING DOCUMENTS

ITB 2.8.1	The Bidding Documents are those stated below and these should be read in conjunction with any Addenda/Corrigendum issued by AMC in accordance with Clause 2.10 shall be the part of Bid Document. Notice Inviting Bid Section I Instructions to Bidders Section II Bid Data Sheet Section III Qualification & Evaluation Criteria Section IV Conditions of Contract Section V Bidding Forms
ITB 2.9.1	A prospective Bidder, requiring any further information or clarification of the Bidding Documents, may notify AMC in writing or by email.
ITB 2.9.3	In the event of any conflict or discrepancy within the Bidding Documents, the priority of documents forming the document shall be as below- RajKaj Ref 12075985 1. Instructions to Bidders 2. Notice Inviting Bid

	3. Conditions of Contract 4. Price Schedule
ITB 2.10.1	At any time prior to the deadline for submission of Bids, the AMC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder may modify the Bidding Documents by issuing an Addendum/Corrigendum.

PREPARATION OF BIDS

ITB 2.11	The Bid, and all correspondence and documents, relating to the bid, exchanged between the Bidder and the AMC, shall be written in the Hindi or English language. Supporting documents and printed literature furnished by the Bidder may be written in another language, provided that they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the bid, the English translation shall prevail.
ITB 2.12	The Bid submitted by the Bidder shall comprise the following: Bid Document and Appendix to Bid; Bid Security; Price Schedule; the information on eligibility and qualification; and any other materials required to be Comprehensive and submitted by Bidders in accordance with these Instructions to Bidders
ITB 2.14	The unit rates and prices shall be quoted by the bidder entirely in Indian Rupees.
ITB 2.16.1	Bids shall remain valid for a period, 90 (Ninety) days after the last due date of submission of Bid.
ITB 2.17.1	Bidder will be required to deposit desired amount as EMD as per Notification of Government of Rajasthan applicable at the time of bidding shall be paid online in the account of AMC.
ITB 2.18.2	If the successful Bidder does not pay the Performance Security Deposit in the prescribed time limit or fails to sign the Contract Agreement his Earnest Money Deposit will be forfeited by the AMC or otherwise firm is to be debarred for two years.
ITB 2.21.2	The Bid should be submitted online as detailed in clause 2.21.2

SUBMISSION AND OPENING OF BIDS

ITB 2.22	The entire desired document shall be submitted by bidder through online.
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AWARD OF CONTRACT

ITB 2.30.1	Prior to expiration of the period of bid validity prescribed by AMC, AMC will notify the successful bidder confirmed by letter/ email, that his bid has been accepted. This letter hereinafter referred to as the "Letter of Acceptance (LOA).
ITB 2.31.1	Within 15 (fifteen) calendar days from the date of issue of the Letter of Acceptance from AMC, the Successful Bidder shall furnish to AMC a Performance Security of 05% of Two year contract value in the form of Bank Guarantee/ FDR.

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SECTION III: QUALIFICATION AND EVALUATION CRITERIA

2.28 TECHNICAL EVALUATION PARAMETERS

To be considered qualified for opening of Price Proposal; each Bidder should meet Technical Proposal Evaluation Criteria specified hereunder.

Bidder's Experience		
1.	<p>Bidder should have completed project for Door to Door Collection and transportation of waste having population not less than 02 lakhs (number of households should be at least 40,000) with any ULB of Central /State Govt. in India. One year continuous minimum experience is mandatory for the bidder to participate in the bidding process. Any experience in decimal years will not be counted. (In last 5 Years)</p> <ul style="list-style-type: none"> • Experience of working in one ULB -20 Marks • 10 Marks per ULB subsequently. 	40 marks
2.	<p>Employee Strength in India(in last 6 Months) (proof for each Month)</p> <ul style="list-style-type: none"> ▶ Up to 50 employees – 0 marks ▶ 51 -100 employees – 05 marks ▶ 101- 200 employees – 10 marks ▶ 201- 300 employees – 15 marks ▶ above 300 employees – 20 marks <p>Bidders are required to submit Electronic Challan cum Return (ECR) file of PR department (or EPF regarding & challan) indicating employee's strength in India.</p>	20 marks
3.	<p>Bidder should have experience of implementing software solution related to Collected household waste with installation of RFID cards based solutions for fleet management with live monitoring system for population not less than 02 lakhs in any ULB of Central /State Government in three years out of last five years as on publication of Bid Document with households. (For one Continuous Year)</p> <ul style="list-style-type: none"> ▶ One project – 10 marks ▶ Every Additional project (max 2) – 05 marks each 	20 marks
4.	<p>Average Net Worth (For Last Three Years i.e.,2021-22,2022-23,2023-24)</p> <ul style="list-style-type: none"> ▶ Up to 02 Crore – 0 marks ▶ Above 02- 04 Crore – 02 marks ▶ Above 04- 10 Crore – 04 marks ▶ Above 10 Crore – 5 marks 	5 marks
5.	<p>Bid Capacity: The Bid Capacity of the bidder shall not be less than the estimated cost of the bid. The formula for calculating bid capacity is given here-</p> <p>Bid Capacity= (2xAxN)-B (Minimum equal to the bid value)</p> <p>Where A= Maximum value of annual turnover from works executed in any one year during the last three years(2021-22,2022-23,2023-24)(updated to present price level) taking into account the completed as well as work in progress</p>	05 Marks

(including current year, if opted by the bidder).

N= Prescribed completion period of the work for which bids are invited in years.

B= Value at present price level (2023-24) of existing commitments and ongoing works to be completed during N period i.e., the period of completion of works for which bids are invited.

Note:- The certificate of CA regarding Bid Capacity must be submitted otherwise bid shall not be considered. The certificate should clearly show the calculation how the bid capacity is calculated as per formula given in the tender. The contractor should submit an undertaking on stamp paper of Rs. 500/- that he has mentioned all projects necessary for calculation of B value for the calculation of Bid Capacity.

[Total - 90 Marks]

Live demo of the ongoing project as per the parameters given by the AMC Total 10 marks

- Bidder must provide the experience statement for work done for above.
- Bidders are required to submit letter indicating employee strength in India from authorized signatory or HR Manager.
- Minimum 45 Marks should be obtained out of 90 by the firm. Only those firms will be called for Live Demo. For Demo Out of 10 Marks Minimum 5 Marks obtaining firm will be qualified for Financial Bid Opening.
- The bidder shall enclose the report in the documented form consisting details of strategy used to achieve the bid objectives, field survey, automated system & software details, methodology etc.
- Technical Bid consisting software details and implementation plan.
- List of relevant live monitoring based system with supporting documentary evidences.

-The firm must submit, with its Technical Proposal, the documentary evidences (such as letter of award/PO, contract copy) clearly specifying the contract value and scope of work regarding fulfillment of above criteria for Bidder's Experience.

2.29 Opening of Financial Bids

2.29.1 Financial Proposal of shortlisted Bidders who qualify after evaluation of Technical Proposal shall be opened.

2.29.2 Financial Proposal of all the shortlisted Bidders would be evaluated on the basis of the Financial Offer as specified in the Bidding Documents.

2.29.3 The bidder with lowest financial quote for the said work and Procurement & Installation of RFID Card shall be considered as the Preferred Bidder for the discussion leading to the award of contract.

2.29.4 In the event that two or more Bidders quote the same [lowest or highest] validated Financial Bid Parameter for the project, then the AMC reserves the right either to,

1. Give preference to the Eligible Bidder who has more marks in technical evaluation;

2. Invite fresh Bids from these Bidders; or
3. Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process; or
4. AMC may either choose to accept the Bid of the Preferred Bidder or invite him for negotiations.

2.29.5 Upon acceptance of the Financial Proposal of the Preferred Bidder with or without negotiations, AMC shall declare the Preferred Bidder as Successful Bidder.

2.29.6 AMC will notify the Successful Bidder by facsimile and by a letter that its Bid has been accepted.

SECTION IV: CONDITIONS OF CONTRACT

A. GENERAL

1.0 Definitions

In the Contract (as defined below) the words and expressions defined below shall have the meanings assigned to them, except where the context requires otherwise.

(i) "Contract" means Conditions of Contract , the Employer's Requirements, the Bid, the Firm's Price Proposal, the Annexure, the Letter of Acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).

(ii) "Employer's Requirements" means the description of the scope and program of works/services, as included in the Contract and any alterations and modifications thereto in accordance with the Contract.

(iii) "Bid" means the Firm's priced offer/offered rates to the Employer for the Works/ Services.

(iv) "Activity Schedule" means schedule of activities comprising the different tasks/operations to be performed by the Firm under the Contract.

(v) "Works" are what the Contract requires the Firm to carry out and perform.

(vi) "Acceptance Letter" means the document from the Employer on behalf of Nagar Nigam Ajmer addressed to the Firm indicating acceptance of the Contract Price and its acceptance of the Firm as the preferred Party to carry out the works, perform services and operations under the Contract.

(vii) "Firm's Bid" means the completed document submitted by the Firm to the Municipal Corporation Ajmer. The term Firm's Bid and bid have been used synonymously.

(viii) "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect and here in after in India, including judgments, decrees, injunctions, writs or orders of only court of record, as may be in force and effect during the subsistence of Agreement to be signed under this Contract.

(ix) "Affected Party" means Party claiming to be affected by a Force Majeure Event as described in the Bid Document.

(x) "Applicable Permits" means all clearances, permits, authorizations, consents and approvals required to be obtained and maintained by the Firm under Applicable Laws.

(xi) "Notice to Proceed" is the notice issued by AMC to the Firm to proceed with operations and services. Whenever possible the Notice to Proceed will be issued by the Commissioner immediately upon signing of the Contract, or as soon thereafter as is feasible considering the availability of the Site and other relevant factors.

Persons

(i) "Authority" means any agency, legislative, judicial or executive authority, department, ministry, public or statutory person, whether autonomous or not, of the Government of India or Government of Rajasthan or any Local Authority including the Municipal Corporation, Ajmer or any other sub-division or instrumentality of any thereof.

(ii) "Party" means the Municipal Corporation, Ajmer or the Firm; any of the parties to this Contract and "Parties" means both the party to this Contract.

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(iii) "Competent Authority" is the Commissioner, Municipal Corporation, Ajmer and notified to the Firm i.e. Deputy Commissioner who shall be responsible for supervising the Firm, administering the Contract, certifying payments. The Commissioner AMC shall be the Competent Authority for this contract.

(iv) "AMC" means Municipal Corporation, Ajmer as incorporated under the Rajasthan Municipalities Act, 1959 & 2009.

(v) "Municipal Commissioner" means the Commissioner of Municipal Corporation, Ajmer for the time being holding that office and also his/her successor and shall include any officer authorized by him/her. The Municipal Commissioner shall, subject to the provisions of relevant sections of the Acts applicable, act as the Corporation's Representative for the purposes of this Contract.

(vi) "Employer" means the Commissioner, Municipal Corporation, Ajmer and the legal successors in title to such person, but not (except with the consent of the Firm) any assignee of such person.

(vii) "Firm" means the person or Corporate and body, whose bid has been accepted to carry out the work and perform the services by the AMC and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.

(viii) "Employer's Representative" means the person appointed by the Employer to act as Employer's Representative for the purpose of the Contract. Any person appointed from time to time by the Employer and notified as such to Firm shall be considered as Employer's Representative.

(ix) "Firm's Representative" means the person (if any) named as such in the Contract or other person appointed from time to time by the Firm.

Dates, Times and Periods

(i) "Commencement Date" means the date when the Firm shall commence his operations in the service area.

(ii) "Completion Date" is the date of completion of the operations/activities and as certified by the Competent Authority.

(iii) "Contract Period," means the tenure of the Contract, upon completion of which this Contract terminates. The tenure is said to have commenced from the date of issue of acceptance letter. The Contract period is Two years from the date of issue of letter of acceptance.

(iv) "Operating Year" means each successive period, the first such period commencing on the date on which daily collection and transportation of collected household Waste in the service area commence and ending three hundred and sixty five (365) days.

(v) "Termination Date" means the date on which the Contract is terminated by way of defaults of either the Corporation or the Firm, or as a result of a Force Majeure Event, or as indicated in the Conditions of Contract.

(vi) "Day" means a calendar day, "Months" means calendar months and "year" means 365 days.

Money and Payments

(i) "Contract Price" means the payment to be made by the AMC to the Firm for carrying out works and performing different operations as specified in the Bid Document and agreement.

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(ii) "Tax" means the Indian Tax, duty, levy, and charge whatsoever charged, imposed or levied by Central, State or Local Governments or any Authority together with any interest and penalties in relation thereto.

(iii) "Security Deposit" means the deposit provided by the Firm, as a performance guarantee under this Contract.

Other Definitions

(i) "House/Property" means a house/property, existing in the area of Nagar Nigam Ajmer Limits.

(ii) "Operations" means the maintenance of the Facilities and/or System including manning, operating, inspection, repair, redress of complaints and other operations required for fulfilling the Firm's obligations under the Contract.

(iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution.

(iv) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Corporation, and includes collusive practice among Firms (prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Corporation of the benefits of free and open competition.

(v) "Collusive practices" means a scheme of arrangement between two or more Firms, with or without the knowledge of the Municipal Corporation, Ajmer, designed to influence the action of any party in execution of a contract;

(vi) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in bidding process, or affect the execution of a contract.

(vii) "Law" includes any constitutional provisions, statutes, laws, decrees, ordinance, subordinate legislation, orders, rules or regulations having the force of law and rules of civil and common law and equity.

(viii) "Wet Garbage" means any biodegradable garbage, consisting of vegetable waste, food waste, garden waste, coconut shells, wood pieces, egg shells, bones, flesh, used cotton, dust, etc. and as defined in the SWM Rules, 2016 and subsequent amendments thereof and CPHEEO guidelines.

(ix) "Dry Garbage" means any recyclable garbage consisting of plastic, metal, thermacol, foam, glass, battery cells, paper, cloth, etc. and as defined in the SWM Rules, 2016 and subsequent amendments thereof and CPHEEO guidelines.

(x) "Service Area" means the entire area under different wards as specified in the Bid Document of Municipal Corporation, Ajmer Limits.

(xi) "Secondary Collection Points" means the place as specified by Commissioner where Firm has to unload their primary collection vehicles after door to door collection of waste from household, from where collected Waste shall be transported through Tractor, JCB or any other mechanism adopted by AMC. Operation and management and up-keeping of Secondary Collection Points/ Transfer Station shall be done by Municipal Corporation Ajmer.

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2.0 Representations and Warranties of Parties

2.1 The Firm represents and warrants to AMC for the term of this Contract that:

- (a) Expertise and skills to manage operate and maintain the Service For Operation Of Door TO Door Household Waste Collection, Segregation And Transportation of Collected Household Waste and other Non Residential, Commercial waste & Street sweeping waste, all kind of waste Including drain cleaning waste up to secondary collection point/ Transfer Station and also up to sanitary landfill site Through Live Monitoring Using Geo-Fencing & RFID Based Monitoring System scanning In Ajmer South area Wards (Circle No. 4,5,6,7,8) of the City of Municipal Corporation Ajmer and carry out the operations under this Contract; and
- (b) It has the financial standing and capacity to undertake the Contract.
- (c) Prior to executing this Contract, the Firm has conducted a due diligence audit to its satisfaction in respect of the Corporation, contractual structure for carrying out the operations and performing services including conditions of existing area, Applicable Laws and clearances and all matters related to this Contract. The Firm is entering into this Contract on the basis of his own satisfaction based on his due diligence audit.
- (d) It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect.
- (e) No representation or warranty by the Firms contained herein or in any other document furnished by it to AMC or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.
- (f) No bribe or illegal gratification has been paid or will be paid in cash or kind to any person to influence the Bidding Person.
- (g) Without prejudice to any express provision contained in this Contract Agreement, the Firm acknowledges that prior to the execution of Agreement under this Contract, the Contactor has after a complete and careful examination made an independent evaluation of the Existing facilities and infrastructure in service area and the information provided by AMC, and has determined to his satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by Firm in the course of performance of his obligations hereunder.

2.2 The AMC represents and warrants to Firm for the term of this Contract that:

- (a) AMC has full power and authority to award this Contract.
- (b) AMC has taken all necessary actions to authorize the execution of this Contract.
- (c) This agreement under this Contract constitutes AMC's legal valid and binding obligation enforceable against it in accordance with the terms hereof:

3.0 Obligation to Notify Change

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who has made such representation or given such warranty shall promptly notify the other of the same.

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4.0 Assignment of Work

The Firm shall be responsible for timely submission of records to AMC.

5.0 Amendments

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

6.0 Communications

- (i) Communications between Parties, which are referred to in the conditions are effective only when in writing.
- (ii) All instructions, notices, communications, etc. under the Contract shall be given in writing and shall be either in Hindi or English. If sent by registered post to the last known place or abode or business of the Firm shall be deemed to have been served on the date.

7.0 Interpretation

7.1 In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice versa. Headings and cross-references between clauses have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

7.2 The documents forming part of the Contract shall be interpreted in the following order of priority:

- (i) The Signed Form of Agreement
- (ii) The Letter of Acceptance
- (iii) The Firm's Bid, Appendix to Bid, and the Schedules
- (iv) The Conditions of Contract

7.3 The language of this Contract Document is English and the law, which applies to this Contract, shall be the Law of the Republic of India. The Courts at Ajmer shall have jurisdiction all over matters, arising out of relating to Agreement under this Contract.

8.0 Contract Period

8.1 The Firm shall commence performing different activities from the date of acceptance letter, complete all pre-operational activities and arrange for all mobilization.

8.2 The Firm should ensure commencement of daily door to door collection and transportation of collected household waste and commercial waste in the service area from the date of issue of work order.

8.3 The Contract Period shall commence from the date of Agreement for a period of Two years. The AMC shall review the performance level of work/service under this Contract for renewal & renewal of contract shall be for subsequent one year on mutual consent.

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8.4 The contract period can be renewed for further period of 01 (one) year by AMC on the basis of performance level of work/service.

8.5 Notwithstanding anything the Firm shall continue to provide services and perform operations till the appointment of a Successor Firm.

8.6 The performance of service and work of the Firm shall be evaluated by AMC every month on the basis of performance report of Sanitary Inspector.

8.7 In the event that the Parties agree to continue with the current Contract after Contract period of Two (02) years, all Conditions of Contract shall be followed as laid out in this Bid Document. On mutual consent of both the parties new conditions can be added or deleted in the contract terms.

9.0 Price Adjustment

The rate For Operation Of Door TO Door Household Waste Collection, Segregation And Transportation of Collected Household Waste and other Non Residential, Commercial waste & Street sweeping waste, all kind of waste Including drain cleaning (<02 feet in size) waste up to secondary collection point/ Transfer Station and also up to sanitary landfill site Through Live Monitoring Using Geo-Fencing & RFID Based Monitoring System scanning In Ajmer South area Wards (Circle No. 4,5,6,7,8) of the City of Municipal Corporation Ajmer shall be on rate quoted in the Bid Document and shall hold well throughout the contract period. Rate submitted by successful bidder shall be revised @ 3% increment per year after the successful completion of 2 years of contract i.e. in 3rd year from the quoted rate by the firm.

10.0 Scope of Work

Parts Of The Work: Service For Operation Of survey based Door to Door Household Waste Collection, Segregation And Transportation of Collected Household Waste and other Non Residential, Commercial waste & Street sweeping waste, all kind of waste Including drain cleaning (<02 feet in size) waste up to secondary collection point/ Transfer Station and also up to sanitary landfill site Through Live Monitoring Using Geo-Fencing & RFID Based Monitoring System scanning In Ajmer South area Wards (Circle No. 4,5,6,7,8) of the City of Municipal Corporation Ajmer. The prime features of work/service, to be performed and provided under this contract by the Firm, are as follows:-

10.1 PART A. Pre-Operational Activities: The Firm shall have to complete the various activities prior to operations of collection of household waste in the service area. The Firm shall commence all activities concurrently. The details of activities are as follows:

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S.No.	Description	Compliance to be done
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1.	<p>Field Survey:</p> <ul style="list-style-type: none"> • The survey will be carried out as per fields given in format (Annexure - VIII) • Total nos. of households in ward and entities mentioned in notification of user charge and time to time amendments including Multi story buildings. • The total nos. of commercial and other establishments in the ward including Markets, Thadi, Thela. • Total nos. of Bulk Waste Generators in wards with their geo-locations, Marriage Halls, Malls etc. • Total No. of Non- Residential entities including Hospitals, Dispensary, Petrol Pumps schools, institution establishments etc. • Deployment survey of sufficient Nos. of Auto Tipper and secondary Transportation Vehicles like Dumper, Tractor Trolley, JCB, Container placer/ Bin Lifter, Compactor. • Secondary Transportation survey of Collected Household Waste & Non Residential, Commercial waste & Street sweeping waste Including drain cleaning waste, all kind of waste Including drain cleaning waste up to secondary collection point/ transfer station and up to sanitary landfill site. • Geo-fencing of wards • Geo-fencing of vehicles routes in Live monitoring system & scanning (until & unless route is modified as per survey of bidders & submitted, attached route shall be final) (The survey data shall be kept secured and stored in encrypted Form. The same will be provided to Municipal Corporation, Ajmer for verification and other related work in the form of easy access i.e. android application etc. Survey data shall be verified by the Circle SI). • Survey regarding RFID scanning and collection of Waste and User charges according to RFID system. 	<p>Three months from the date of issue of Work Order</p> <ul style="list-style-type: none"> • Firm shall complete 30% of total survey in first month • Firm shall complete up to 70% of total survey in second month • Firm shall complete remaining 30% of the total survey in third month. • Firm has to do complete survey taking consideration that no area of household and commercial and others establishments are left. • Firm has to submit survey data on every 15 days. • Municipal Corporation, Ajmer has its sole discretion to add new areas in Bid Document. • During this contract period, if any residential and commercial area develops and any new area is added into jurisdiction of Nagar Nigam Ajmer. Firm shall do survey and submit report to the authorities. • Penalties shall be imposed if timely completion of survey is not done in scheduled time interval.
2.	<p>Preparing Route Plan and submitting to the AMC. Submission of circle-wise /sector-wise manpower (Supervisors and Driver, Helper)</p>	<p>After completion survey, firm shall submit route plan according to survey & get it approved by AMC till then firm shall work according to the fixed route chart.</p>

3.	Training to the field staff deployed for collection of household waste	Firm shall deploy trained staff for Collection of household waste. Minimum 2 days training is required at initial level for all the workers of Contractor. After training a preliminary test will be conducted by AMC, and only successful candidate to be deployed.
4.	Meeting with the Commissioner to review all activities	Meeting Regularly and reporting about the progress of work
5.	<p>The process of user charges are as follows -</p> <ul style="list-style-type: none"> • AMC will provide a dedicated bank account no. for the collection of user charge • Only online / Digital payment will be accepted. In case any citizen provides cash the contractor will himself transfer money online from his own account immediately. • The personnel of contractor will carry POS machine / UPI Code for collection which will integrated with the above given bank account • Contractor will have to provide the System Generated receipt to the citizen immediately after receiving the user charge • The contractor will have to develop a portal with concurrence of AMC and to provide access to AMC also, so that AMC can monitor on real time basis. 	
6.	The contractor will develop a system by which every household will receive a SMS everyday confirming that its waste has been Collected. Also a SMS should be sent to household that User Charge has been deposited.	

Part B: Installation of Live based monitoring System including tools for monitoring and mobile applications for door to door collected household waste collection up-to secondary collection points and also up to Scientific Land fill: - The firm has to install - Proposed automation system shall consist of the following components/tools integrated or standalone with bare minimum features. Control center shopuld have 3 computers , one or more big display system screen as per requirement, printer , live monitoring system along with active internet connection and man power of two technically qualified personnel to operate and monitor.

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(i) Navigation Device System Installation: - Navigation Device shall be installed in all primary and secondary collection vehicles involved in Door-to-Door collected household & Commercial waste collection. Navigation Device shall contain software capable of doing following task efficiently which shall provide route to each household in both online/offline mode. It shall send Live Monitoring collection details to Web Portal means live monitoring system for all vehicles should have to be installed.

(ii) Smart Electronic Card (RFID Card) Installation: Single RFID Smart card (Smart electronic card) shall be installed. Installation of “Smart Electronic Card (RFID Card)” with unique Id at the outer wall of 100 % commercial establishment, multi storey building/apartment, Kachhi Basti shops, hostel, hotel, Markets, Thadi, Thela, Marriage Halls, Malls Hospitals, Dispensary, Petrol Pumps, schools, institution establishments etc. Installation of RFID card at the starting and end point of every lane will be done at all residential areas. In Multi storey building/apartment, one RFID card will be installed on every building/ apartment.

Printing of common design and color on RFID smart card shall be approved by authority of Municipal Corporation, Ajmer situated within the territorial limits of Nagar Nigam Ajmer. Geo-tagging and collection of necessary information of each house/shops/hostel/hotel etc. shall be done through survey.

Cost of Smart Electronic Card (RFID) shall be borne by Firm itself. Color of RFID cards of household & commercial Establishments will be different.

(iii) RFID Installation: RFID on every House hold / Residential / Commercial buildings will be installed by Municipal Corporation, Ajmer. Software development for RFID card scanning will be done by the Firm.

(iv) Smart Card Reader with upgradable Optional Payment System: - Smart Card Reader shall be used to update waste collection status of all house/shops/hostel/hotel etc. After waste collection from house/shop, the attendant shall read installed smart card and Smart Card Reader shall update this information on Web Portal and Firm must provide a Smart Card Reader to the attendant per vehicle, compatible with RFID.

(v) Web Portal: - Web portal for Municipal Corporation, Ajmer for live monitoring and reporting (shall be able to check the live waste collection and payment history & able to download ward wise report day/week/month) of door to door waste collection. Live Monitoring system should have to be installed.

(vi) Android application for registered users (i.e. house/shop/hostel/hotel):- The user shall be able to download application from Google play store and shall be able to get notification in their application 5-10 minutes before the arrival of the waste collection vehicle & able to check at least 06-month history of waste collection and user charge payment (if applicable). The user shall be able to log complaints related to their Door-to-Door collection as and when demanded by Commissioner AMC.

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(vii) Application for waste collection:- Monitoring of waste collection from all residential areas, apartments, quarter, commercial areas, Hotel, Restaurant and Office complex etc. on routine basis through photographs & videos of operation.

Part C: Door to Door waste primary and secondary collection and transportation:-

- Door to Door waste collection of segregated dry, wet waste & domestic hazardous from all residential areas, Apartments, quarter, Commercial areas, Hotel, Restaurant, and Office complex, multi-story societies, gated communities and Bulk Waste Generators etc. on daily basis & transport to their respective scientific land fill. Separate Auto –Tipper for bio degradable waste from vegetable markets, hotels etc. should be deployed as per requirement.

Municipal Corporation, Ajmer will provide some of the Auto Tippers for primary collection of waste, for this work, the rent of Auto-Tipper will be as follows per Auto Tipper per month exclusive of POL. No. of Auto Tippers to be given to contractor will be decided by the AMC later.

S. No.	Type of Vehicle	Capacity	Purchase Year	Rent Per Month (Rs)
1.	Auto-tipper (jeeto Mahindra)	1.0 cum	2016	10,000/-
2.	Auto Tipper (Tata Ace Bs3)	1.8 cum	2016	12,000/-
3.	Auto Tipper (Tata Ace Bs4)	2.0 cum	2020	15,000/-
4.	Auto Tipper (Tata Ace)	2.0 cum	2023	16000/-
5.	Compacter (Tata)	8.0 tun	2022	45,000/-

*AMC will deduct such amount from the bill raised by the firm.

* New Auto Tippers may be purchased by AMC from time to time which may be provided on rate as decided by AMC.

- I. After that the collection and transportation of secondary waste will be done by the firm. Deployment of sufficient Nos. of Auto Tipper and secondary Transportation Vehicles like Dumper, Tractor Trolley, JCB, Container placer/ Bin Lifter, Compactor will be done by the Contractor.
- II. Collection and transportation of waste from secondary storage Points and Containers will also be done by the firm. For this work deployment of sufficient number of Container placer/ Bin Lifter, Compactor, Tipper, Dumper will be provided by the Firm. Municipal Corporation, Ajmer may provide some of the secondary transportation vehicles for transportation of waste, for this work, the rent of compactor will be **45000/- per** compactor per month exclusive of POL/ Driver charges etc. Once offered the firm needs to deploy the compactor compulsarily. AMC will deduct such amount from the bill raised by the firm.
- III. The make and model of Auto Tipper are-
 1. TATA Auto Tipper having capacity 2.0 Cum, purchase year 2023
 2. TATA BS VI Auto Tipper having capacity 2.0 Cum, purchase year 2020
 3. TATA ACE BS III having capacity 1.8 Cum, purchase year 2016
 4. Mahindra Tipper having capacity 1.0 Cum purchase year 2016

- IV. The contractor shall attend to all community collection points/ Door to Door points as per the program/ route plan finalized in consultation with SI of the ward / Circle for each vehicle, for each of the trip, in each of the shift. Under no circumstances the contractor shall not attend or refuse to attend to the program/ route plan mutually agreed or skip attending any of the collection points/ Door to Door Points in any section of the ward/ zone area. Under no circumstances the contractor shall transport debris, silt with the vehicle.
- V. The Firm shall provide Primary vehicles with provision of separate collection for dry and wet waste, one driver and one helpers with each Tipper for door to door garbage collection in residential and commercial/ markets areas of the wards. Make and model of Auto Tippers that may be deployed by contractor will be finalized after discussion with AMC. List of ward wise Auto Tipper deployment is mentioned below until it changes (Route is attached with this Bid Document.)

List of Primary Door to Door Collection Vehicles

S.No	Ajmer South Ward no.	No of auto tipper
1	21	2
2	22	2
3	23	2
4	24	2
5	25	2
6	26	2
7	27	2
8	28	2
9	29	3
10	30	2
11	31	3
12	32	3
13	33	2
14	34	2
15	35	2
16	36	2
17	37	3
18	38	2
19	39	2
20	40	2
21	41	2
22	42	2
23	43	2
24	44	2
25	45	2
26	46	2
27	47	2
28	48	2
29	49	2
30	50	2
31	51	3
32	52	2

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33	53	2
34	54	3
35	55	2
36	56	2
	Total	78

Viii. Vehicles required for Secondary Transportation: - The Firm shall provide vehicles for secondary transportation with secondary storage bins lifting. Garbage collection and Transportation in 100% residential and commercial/ markets areas of the wards will be done by the firm. List of circle wise Secondary Transportation vehicle deployment is mentioned below.

S. NO.	Circle No.	Loader No.	Dumper No. (for kachra Depot)/ Compactor	Container Placer (For Bin emptying)	Tractor Trolley No. (For Street sweeping Waste)	Total Vehicles	Compactors
1.	4	1	1	1	2	5	4
2.	5	1	1	1	2	5	
3.	6	1	1	1	2	5	
4.	7	1	1	1	2	5	
5.	8	1	1	1	2	5	

*This is minimum required vehicle list; the vehicles in ground may be required more than this.

Note –

- Firm shall work with deployment of above nos of Tippers until & unless route is modified as per survey & approved by Commissioner AMC. Door to Door collection & transportation shall start on first day of the contract. Transportation of all type of waste will be up to Solid Waste Processing Site, Makhupura.
- If Contractor uses the sufficient no. of compactors then he / she may replace the tractor trolley accordingly.
- Firm shall work according to the attached route chart until new route map (as per survey & CPHEEO manual) is prepared and approved by Commissioner. Firm shall have to submit the changed route map after completion of survey within 30 days period.
- Firm shall not use/ deploy same vehicle, driver and helper in more than one ward. There should be no repetition of vehicles, driver and helper during operation/ work.
- The Firm shall paint AMC Complaint Central helpline no., Ward no & signs for dry, wet waste & domestic hazardous and messages for promoting segregation of waste at source on vehicles at his own cost.
- Some auto tippers for efficient household garbage collection may be given by the AMC, remaining vehicles if required will have to be deployed by the Firm and secondary transportation vehicles also be deployed by the Firm. For primary collection vehicles a rent of Rs. 10,000 to 16, 000/- and for secondary transportation Compactor of Rs. 45000 will be charged by the AMC. Make and Model of the vehicles to be provided by the AMC have been mentioned above.

- It is necessary for the Contractor to wash the vehicles to keep the clean and tidy vehicles supplied to them, on regular interval i.e. weekly with water spraying on a designated place of station. Servicing/ Fuel/ Driver / Insurance etc. are to be borne by the contractor.

- The contractor shall provide a board showing that the vehicle is “On Municipal Services” and the Name /No. of ward shall be exhibited on the front side of the vehicle at a conspicuous place so long as the vehicle is on Municipal Duty. Route Plan shall be displayed on the front wind shield.

- The successful bidder shall have to paint the slogan communicated from time to time in any language on the vehicle as and when directed by the Municipal Commissioner.

IX. The AMC may provide compactor to the firm, available with the AMC and the firm is bound to take it on rent from AMC. AMC shall charge rent of one compactor @ Rs. 45,000/- per Compactor per month and the firm shall be liable for driver, diesel, maintenance etc. of the Compactor at its own level.

X. For spreading litter at Trenching ground, the firm will provide a JCB at TG at its own cost.

XI. Firm shall install RFID cards at each commercial Establishment and Households as suggested & Geofencing system shall be maintained by the firm for live monitoring of Garbage collection. Firm shall develop IT based Monitoring system for the entire city at Corporation’s Office/ Control center.

XII. In case of failure in VTS & Geofencing system, Firm shall submit daily report to Deputy Commissioner. The AMC shall examine the performance of the firm on the basis of performance report submitted by the Sanitary Inspector or AMC’s Official which will be prepared on the basis of RFID cards scan on daily, VTS & Geofencing system and submit its performance report for payment on the basis of evaluation done.

XIII. The Firm shall replace or repair the defective smart card/RFID at his own cost during the tenure of the project. In case of failure of RFID, during this transition period of such repair, RFID cards shall be replaced within 02 days necessarily. Manual verification of work from such household is essential but shall not more than 02 days. This shall be verified by Sanitary Inspector or Nigam staff deployed for that work.

XIV. The firm has to report collection of the waste by RFID card modes.

XV. The ownership of all type of wastes is belongs to AMC. If someone is found to segregate, sell and stealing the valuable items from the waste, then penalty of Rs. 10,000/- will be imposed on the firm on per case basis.

XVI. If any worker involved in strike or such type of activity, then penalty on the firm will be imposed.

XVII. If any complaint is received for redressal of grievance online (AMC Call Centre, Rajasthan Sampark Portal, Swachhta MOHUA App, CM Helpline or any other mode of complain registration in future) and offline at office, the Firm shall be bound to resolve all the complaints within 24 hours, otherwise penalty will be applied as per Rules.

XVII. The Firm shall provide mobile application and web-portal consists of all necessary information such as vehicle registration no., driver name and mobile number, attendant name and mobile no. assigned to particular ward or all wards to the Commissioner of Nagar Nigam Ajmer. Application/web portal should show the locations and details of drivers & worker on the work. All Tippers should have functional music system/hooters. Audio/music/Jingle **RajKaj Ref 1207898** decided by the Commissioner’s office of AMC. Any change in Jingle shall be done on the orders of Commissioner of AMC only.

XIX. The centralized monitoring at circle and headquarter level shall be made and monitored by AMC's Official/ SI/ Health Officer, he/she shall submit report to the Deputy Commissioner & Commissioner AMC.

The role & duties of AMC's Official / SI/ Health Officer -

- Verify the door to door waste collection from household, commercial and other establishment through RFID Cards & Codes system.
- Submit the report to Deputy Commissioner & Commissioner AMC.
- Shall assist Deputy Commissioner & Commissioner AMC.

XX. The Firm must provide mobile application and web-portal credentials to ACP for said assignment to monitor the fleet movement and monitoring during working hours and to check the door to door collection reports for a particular ward or circle.

XXI. (A). The Firm shall provide survey report consisting of detail of each house hold & commercial establishments for physical verification process up-to 7th of next month in initial survey duration. Survey Report shall be checked and verified by ward SI and HO & it shall be approved by Deputy Commissioner within 14 working days. Billing of fourth month & successive months shall be made on the basis of covered Households and other establishments based on scanning. If after completion of survey process if the count of households comes less than the tentative household & commercial establishments list mentioned in clause no 10.1, then the extra payment made during initial 03 months shall be adjusted/ recovered from the bills of bidder by Municipal Corporation's Accounts Section.

(B). The survey for UD tax collection is being done by the AMC , if No. of households found in firm's survey more than the UD Tax survey then the UD Tax survey data will be considered, and if the if No. of households found in firm's survey less than that survey then those no. will be considered.

XXII. The Firm shall collect user charges from first day of households & establishment as per the prescribed law/rules/regulations/norms framed by the Central/ State Government or the user charges notified by Municipal Corporation, Ajmer or develop a platform for submission through application on instruction of Nagar Nigam Ajmer. The Firm shall be able to raise bill for the same as per approved rates of User charges by Government.

XXIII. Receipt of user charge collection will be issued to householder and others on the same day of collection of user charges. One receipt copy shall be maintained by Firm and shall be submitted to Deputy Commissioner. Collected amount with record shall be deposited in Circle office. Online record of user charges collected shall be maintained by the firm which can be monitored and checked by AMC.

XXIV. The Firm shall collect user charges deposit in the account of Nagar Nigam Ajmer. Cash handling in any case will not be allowed.

XXV. Municipal Corporation, Ajmer can start or rescind the revenue collection anytime as per its convenience.

XXVI. Firm shall be bound to follow instruction and directions given by Health Officer and Deputy Commissioner.

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XXVII. Under no circumstances the contractor shall not attend or reuse to attend to the Route Plan may actually agree or skip attending of the collection point or Door to Door point in any section of the ward. Under no circumstances the contractor shall transport debris, Silt with the vehicle. Hilly areas of some wards of the AMC limits will also be covered by the firm, In any case the firm shall not deny to pick up the waste.

XXVIII. An IEC activity shall (Information, Education & Communication) be done by Firm to promote segregation at source, after three months of IEC activity and work, AMC will provide necessary assistance to firm in capacity and awareness buildings.

XXIX. Progress of preoperational activities shall be reviewed by SI & Health Officer.

XXX. All the Machineries/ Auto- Tipper shall report to the respective ward sanitary Inspector & HO at respective ward Hazarigah (starting point) commonly decided by AMC and Contractor. After completion of door to door collection, segregation & transportation work of respective ward, ward supervisor shall report to the ward SI & HO and ending point of Tipper shall be respective secondary collection point/ transfer station for that ward.

XXXI. Secondary collection point/ Transfer Station can be changed at any time on the decision of Authorities of Municipal Corporation; Ajmer which shall not affect the door to door collection of work.

XXXII. A separate supervisor capable of understanding work plan/Program, organizing the vehicle fleet accordingly, capable of directing , disciplining and controlling Driver/ Operators shall be appointed before commencing the work. A separate supervisor is essential in each shift for each circle.

XXXIII. In case of the roads closed for renovation/ reconstruction for laying utility etc., the contractor shall convey the situation to AMC in writing. The work shall be carried out by parking the vehicle the vehicle at the nearest accessible place by carrying wheeled containers up to the point and back.

XXXIV. There may be areas where tippers can't reach. For such area, Tricycle and E- rikshaw & manual collection system with suitable positions/ coloring / branding shall be developed. Every such vehicle shall be brought and maintained by bidder.

XXXV. The services are to be provided all the 365 days in a year without any holiday Sundays etc. Contractor has to make substitute provision for off relieving & leave period of the work force deployed.

XXXVI. If Municipal Corporation Ajmer buy New Vehicles during contract period, on order of Commissioner AMC Contractor is bound to take, operate and maintain the newly purchased vehicles Contractor will pay rent as per mutual consent for these new vehicles.

10.2 Firm shall arrange all the required equipment, tools and vehicles, workshop and parking of vehicles at their own cost. Firm will arrange POS machines at his own cost (one POS machine Per Tipper). Operation and maintenance of POS machines shall be done by Firm. Installation cost of RFID Tag shall be borne by the Firm. Firm shall install different colored RFID Tag for Residential and commercial Establishments. Codes will be installed by the AMC.

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10.3 Repairs and Maintenance: - Firm shall carry out regular repairing and maintenance of all equipment and vehicles being deployed by the Firm at his own cost.

10.4 The firm shall be liable for repair and maintenance of depots. If the firm does not repair concerned depot the AMC will get it repaired and repair amount will be recovered from the payment of next bill to the firm. The firm will be liable to hand over all depots etc. in ok condition at the time of completion of the tender period.

10.5 Capacity and Awareness Building

- Designing and implementing public awareness campaigns to elicit the best response from public in practicing source segregation, door-to-door collection & Distribution / putting up campaign material like brochures, posters, Stickers..
- Involve NGO, RWA, Corporators, and AMC officials in public awareness campaigns.
- Organize colony/ community level events comprising workshops and meeting with RWAs etc.
- Conducting orientation programs (at least two in a year) for all workers belonging to MSW service.
- Placing and painting information boards/ banner at least two locations in the ward for disseminating information to public for availing the services envisaged in the project.
- Encourage people for use of different dustbins for waste accumulation.
- Motivate to mobilize the community support waste management in area of operation/ wards.
- To encourage for payment of collection charges for door – to- door collection.
- Promote 3R's (Reduce, Reuse, Recycle) and usage of Recycling Centre in the area.
- AMC will provide necessary assistance to firm in capacity and awareness buildings.

10.6 AMC's Official / SI: - A Sanitary Inspector (SI) or superior will be appointed by AMC for implementation of this project, who must work for all technical support, guidance and supervision the project and its allied activity.

10.7 The Scope of work that will not include at part of bidder:-

1. Collection and Transportation of bio medical waste from Hospitals and Industrial hazardous waste.
2. Collection of waste from Industrial Units in the said wards.
3. As per NGT guidelines, bulk waste generator (BWG) will handle and manage their waste by themselves if any in said area, whose waste quantum is above 100 K.g. per day. In the mean time such waste may be required to be collected by the AMC on payment amount basis, which shall be decided by the AMC. The contractor has to collect such BWG waste as per instructions provided by the Commissioner, AMC.

11.0 Working Hours: Firm shall ensure route wise timely collection of waste through door to door collection in the period of 7.00 AM to 10.00 AM in summer and 8.00 AM to 11.00 AM in winter or as specified by AMC from all commercial establishment, household all other establishment etc.

Similarly the firm shall ensure timely transportation to the trouncing ground in two shifts i.e. 1st shift till 12.00 Noon and its IInd shift between 4 to 6 PM for the selected depots as per the list given by the AMC. Geotag photos of all depots will be sent to the control room daily for verification.

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12.0 Approval of the Firm's Methodology and Work Program

12.1 The Firm shall submit timing, methodology and work program, which he proposed to adopt in order to provide efficient and satisfactory level of operations/services mentioned in section 10.0 (*Details mentioned in Part A Preoperational activities*).

13.0 Access to Site

The Firm shall allow any person authorized by AMC access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

14.0 Safety

The Firm is responsible for the safety of all its activities on the Site.

15.0 AMC's Responsibilities

15.1 AMC shall be responsible for procuring, obtaining and maintaining Clearances, provided however that the Firm shall be responsible for maintaining the conditionality of any such clearance, if such maintenance falls within the purview of the Firm.

15.2 The SI & jamadaar of that Circle & HO appointed by Nagar Nigam Ajmer shall supervise the Firm's work and services in the direction of the AMC at all times and notifies the Firm of any defects found/identified in operation and service level during inspection. Such inspection/checking shall not affect the Firm's responsibilities. The Firm shall have to correct a defect and improve service level within the time as directed by Deputy Commissioner.

16.0 Firm's Responsibilities

16.1 Firm shall install Information Communication Technology based system i.e. live monitoring through RFID & Geofencing based monitoring System including tools for monitoring & deduction of penalties & mobile applications for monitoring of door to door household waste collection up-to Secondary Collection Points/ Transfer Station & application of user charge collection which shall be verified by SI/ Jamadaar.

16.2 The Firm shall provide sufficient manpower, machinery, equipment, etc. (details mentioned in clause 10.0) The machinery and equipment shall have to be so designed so that these are in accordance with SWM Rules 2016 and subsequent amendments thereof and CPHEEO guidelines. The specification designs of all equipment/machineries etc. are required to be approved by AMC before start of using.

16.3 The vehicles/machineries to be used by the firm shall be got registered, insured and declared fit/checked by Garage section/ Trambey section of AMC.

16.4 The Firm shall not modify or alter any Operations without prior written permission of the Deputy Commissioner/Commissioner.

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16.5 The Firm shall be responsible for the safety of all its activities & its personnel on the Site and shall be absolutely and solely responsible for any and all kinds of injuries or damages to person and property of any description whatever may be caused by or result from the Operations carried out, whether these may have been carried out skillfully and carefully and strictly in conformity with the provisions of the specifications or not.

16.6 All fossils, coins, articles of value or antiquity and structures and others remains or things of geological or archaeological interest discovered on the service area shall be deemed to be the absolute property of AMC.

16.7 The Firm shall be responsible for deposition of all taxes required during as per the law of the land the execution of this contract.

16.8 The contractor will develop a system by which every household will receive a SMS everyday confirming that its waste has been Collected. Also a SMS should be sent to household that User Charge has been deposited.

17.0 Environmental Compliance

The Firm shall, at all times, ensure his operations and services regarding collection of Household Waste confirming to the laws pertaining to environment, health and safety aspect including SWM Rules, 2016 and subsequent amendments thereof and CPHEEO guidelines., NGT guidelines, policies and guidelines related thereto and orders issued by DLB from time to time.

18.0 Maintenance of Records

The Firm & SI appointed by AMC shall maintain records of the household collected & any other data required in the format along with details of GPS Tracking System as required by Deputy Commissioner. The records may contain-

1. Geo Fencing.
2. Idle Vehicle Alert Data
3. Point of interest mapping along with pre Approved Route
4. User Charge Collection
5. Grievance Redressal / call centre complaints.

19.0. Sale/disposal of Waste

The Firm shall not sell or otherwise dispose of waste, recovered from the collected household waste. Waste shall be sent to designated place as per AMC directions. AMC will manage the sale and disposal of recyclable waste at its own level. The ownership of all type of wastes is belongs to AMC. If someone is found to segregate, sell and stealing the valuable items from the waste, then penalty of Rs. 10,000/- will be imposed on the firm on per case basis.

20.0 Insurance

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20.1 The Firm shall insure his workmen, equipment etc. No additional burden should fall on the AMC due to absence of insurance.

20.2 The Firm shall take out all necessary insurance against theft, dacoit, fire or other contingencies for infrastructures being developed/ arranged/ deployed/ taken from AMC in his possession under this contract. AMC shall not be responsible for any type of liability in this regard.

20.3 The minimum amount of Third Party Liability insurance cover shall be Rs 1,00,000 (Rupees one Lakhs only) per occurrence or event, with the number of occurrences not less than four. The Firm shall promptly notify AMC of each claim made under the Third Party Liability coverage, and shall renew the Third Party Insurance after each such occurrence in order to maintain the number of covered occurrences at not less than four.

20.4 The minimum coverage against damage to the facility and materials during operation of the contract shall be Rs. 1, 00,000 (Rupees One Lac only). Limiting the Firm's liability pursuant to Clauses 16.0 and 24.0, the following insurance cover is to be provided and maintained by the Firm in the joint names of AMC and the Firm for the period from the Start Date to the end of the Contract Period.

20.5 Third party liability in an amount for any one claim or series of claims arising out of any one accident or event;

(a) Adequate workmen's compensation and/or employer's liability insurance which complies with applicable legislation;

(b) Adequate automobile public liability and property damage insurance

20.6 Policies or certificates of insurance are to be produced by the Firm to AMC for approval before the Start Date and subsequently as AMC may require.

20.7 AMC shall be given 30 days advance notification in the event of cancellation or change in any part or all of said insurance policies.

21.0 Accidents

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

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

21.3 On the occurrence of an accident, arising out of works, which results in death or which is so serious as to be likely to result in death, the Firm shall within 24 hours of such accident, report in writing to the Deputy Commissioner, the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action taken.

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21.4 In the event of an accident in respect of which compensation may become payable under The Workmen's Compensation Act, (VIII of 1923) or any other act including all modifications hereof whether such compensation may become payable by the Firm or by the AMC, the AMC shall retain whole or part of the deposit due and payable to the Firm such sum or sums or money as may in the opinion of the AMC sufficient to meet out liability, on receipt of award from the Labour Commissioner in regards quantum of compensation the difference in amount will be adjusted.

21.5 If it is found that any vehicle has made an accident or is liable to make an accident due to vehicle not being road worthy or due to mal-operation by the contractor's driver or by rash driving or by contractors staff such vehicle's driver shall be debarred and it will be contractors responsibility to make up the alternate arrangement immediately. The liability for such accidents shall be solely with bidder.

22.0 Engagement of Staff & Labour

22.1 The Firm shall employ skilled, disciplined and sincere labour in sufficient numbers for carrying out door to door collection to ensure workmanship of the degree specified in the Contract for timely fulfilling of the Firm's obligations under the Contract and to the satisfaction of the Deputy Commissioner. Minimum Two days training to all workers within seven days after their recruitment shall be provided.

22.2 Any lack of workforce shall be considered as a Firm's deficiency. No additional payments will be made, if the increase in the work force and equipments are needed at a later stage to meet the requirement of work. The Firm may, at his own cost and responsibility, increase workforce and equipments in order to meet the requirement of work.

22.3 The staff and workers deputed by the Firm during the course of Contract must behave decently with the Corporation's officers and staff and with the common people. The Firm shall have to withdraw such person, who is found to be undisciplined, misbehaving, under the influence of intoxicant or whose services are considered detrimental to the Corporation's Interest. The Firm shall be solely responsible for the behavior and honesty of deployed Workforce. The Commissioner reserves the right to ask for the replacement of the personnel not found fit enough in respect of discipline, honesty and sincerity. The Firm shall ensure that such person leaves the service area within three (03) days and has no further connection with operation under this Contract. The Contractor shall then appoint or deploy a suitable replacement of such person.

22.4 The Firm shall comply with all the provisions of the laws regarding deployment of labour under the contract. It shall be the liability and responsibility of Firm to implement the provisions of Acts; the Abolition of Contract Labour Act, The Minimum Wages Act and the Workmen's Compensation Act. In addition to followings:

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- (a) The Firm shall not employ in connection with the operations and services under this contract any person who has not completed his/her eighteenth year of age.
- (b) At all times during continuance of the Contract, the Firm shall abide by all existing and future labor enactment and rules made there under, regulations, notifications and bye-laws of the Central, State or Local Government. The Firm shall keep AMC indemnified in case any action is taken against AMC by any Authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.
- (c) The Firm shall keep all records desired under the said labour laws submit periodical returns to the respective statutory Authority. The Firm 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.
- (d) The Firm 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 if applicable.
- (e) The Firm shall pay the staff deployed by him under this Contract as per the minimum wages act in force and amendments.
- (f) Notwithstanding anything contained herein, the Corporation may take such action as may be necessary for compliance of the various Applicable Labor Laws and to recover the cost thereof from the Firm.

23.0 Other facilities

The Firm shall take full responsibility to provide the following facilities to his deployed staff/ laborers.

- (a) The payment of wages to the workers & giving all other facilities according to the Minimum Wages Act & Employees State Insurance Scheme.
- (b) Medical check-up of each staff engaged with management and handling of collected household waste under this Contract once every twelve month for communicable diseases at the Firm's cost and submitting the report to the Deputy Commissioner.
- (c) Ensuring deployed staff in prescribed uniform and Identity Card with photo during working hours.

24.0 Indemnification

24.1 The Firm shall indemnify and keep indemnified AMC 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.

24.2 The Firm shall at all times indemnify AMC 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;

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- (v) Industrial Dispute Act, 1947;
- (vi) Indian Factories Act, 1948; and
- (vii) Any 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 Firm be paid to compromise or compound any such claim without limiting his/her obligations and liabilities as above provided.

25.0 Firm's Superintendence

25.1 The Firm shall provide all necessary superintendence while carrying out his operations for the proper fulfilling of the Firm's obligations under the Contract. The Firm shall nominate a competent and authorized representative ("Firm's Representative") The Firm's Representative shall give his whole time to the superintendence of the operations and shall receive instructions from SI/ Jamadaar & Health Officer.

26.0 Reporting and monitoring: The Firm shall carry out all reporting to the AMC's Official appointed by AMC and/or concerned SI (Sanitary Inspector), at Circle Level & Health Officer at Headquarter level appointed by AMC.

The following field sanitation staff at the circle level in the hierarchy under the direction of AMC shall check the work of the Firm on day to day basis:

- a) Health Officer
- b) SI (Sanitary Inspector)
- c) Jamadaar

The circle staff of Sanitation Department shall supervise the firm's work and services in the direction of AMC at all times. Any lapse, if found by any of these employees during their inspection of the area, they will record and submit report to Health Officer & Deputy Commissioner. In case of non-attendance of the complaint promptly, Deputy Commissioner/ Health Officer will impose penalty for the lapse notice on the basis of evaluation done by HO/SI.

- During non-functioning or failure of Live Monitoring system Circle SI (Sanitary Inspector) and Ward jamadaar shall check the work & submit the report to HO & HO shall check household collection of garbage work at field level. This mechanism shall not applicable for more than 02 days of default.
- AMC will supervise all work at Nagar Nigam Ajmer for any directions to sanitation staff and necessary action in this regards. AMC shall supervise the firm's work and services under the direction of Commissioner, Municipal Corporation, Ajmer at all times. Any lapses, if found in work of firm, AMC shall issues notices to the firm for improvement of work and submit report to Commissioner, Nagar Nigam Ajmer.
- The Contractor shall provide mobile phones to Supervisors and Company's Representative. These telephone numbers should be communicated to AMC.

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• Firm will establish IT cell and IVRS Call centre at Headquarter Municipal Corporation, Ajmer for monitoring of IT work and evaluation of the work and submit report to the concerned Deputy Commissioner. The AMC cell will do following task:-

1. Verification of Survey data done by the Firm.
2. Monitor the RFID Installation work and submit its status report to AMC.
3. Verification of Live monitoring system developed by the firm.
4. Cross checking of report generated from web portal through feedback and random calls on daily basis to public.
5. Registration of door to door complaints and feedback at IVRS/ Call centre.
6. Report of grievance/ complaints received and resolved online (AMC Call Centre, Rajasthan Sampark Portal, Swachhta MoHUA App, CM Helpline or any other mode of complain registration in future) and offline at office.
7. Check the installation of the complete Live Monitoring-based automation system mentioned in the Bid Document provided by the firm & shall approve IT based work conducted by the firm as per timeline mentioned in Bid Document.
8. Prepare summary reports on the basis of reports/ survey submitted by firm and field staff and submits it to Deputy Commissioner.
9. Prepare the performance report with recommendation for imposing penalties & amount to be deducted from the monthly bills of the firm mentioned in clause 48.0.
10. The firm has to depute two technically qualified personnel in GPS monitoring work at the control room. Firm have to submit the details of the personnel to AMC before appointing.
11. Submission of Performance report up to 10th day of next month.

27.0 Pre-Operational Activities

The Firm shall have to complete the various activities before starting operations in the service area. The Firm shall commence all activities concurrently. The details of activities are as follows.

S. No	Description of Activity	Duration for Completion of Activity (in Days)
1.	Issue of Letter Of Acceptance (LOA) from employer	Start date
2.	Deposit of Security Deposit with AMC	Within fifteen (15) days from the date of issue of LOA.
3.	Signing of Agreement	Within thirty (15) days from the date of Letter of Acceptance (LOA).
4.	Issue of work order	On the date of signing of agreement
5.	Start of work	On issuing of work order : The firm has to start the Physical operation of Door to Door and transportation from the date of Order. The digital monitoring may be started after the proper survey.

28.0 Pre-operational Infrastructure: as per mentioned in clause no 10.0 Scope of work Part B.

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29.0 Payment of Commission, Gratuities, Rebates, Gifts

The Firm shall have to undertake that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Bid, have been given or received in connection with the payment process or in the contract execution.

30.0 Site Complaint Centers

The Firm shall establish complaint centre at circle office under the contract for running a complaint center. This complaint center shall be suitably furnished with electronic equipments for smooth functioning of complain centre. The complaint center shall remain functional between 9.00 A.M to 6.00 P.M. on all the days of the year. Both public and Council officials shall have free access to this office. All expenditure towards procurement of space, furniture and upkeep of the offices shall be borne by the Firm. Room Space and Electricity Shall Be Provided by AMC at office. Complaints resolution trackers must be submitted for health department verification from time to time.

31.0 Storage of Equipment and Parking of Vehicles

Firm shall arrange the space at his own cost for storage of his equipment and parking of his vehicles preferably within the designated area of the Contract. Safe keeping of the equipment shall be the sole responsibility of the Firm. In case of loss or damage, no claim of the Firm shall be entertained by AMC.

32.0 Operation and Maintenance of Equipment

32.1 It shall be the responsibility of the Firm to arrange for fuel, lubricant and oil for operating the vehicles. All repairs and maintenance of the equipment shall also remain the responsibility of the Firm.

32.2 All vehicles and equipment used in the work shall be kept reasonably clean and aesthetically acceptable to the public. Besides, periodic maintenance, vehicles and equipments shall be got painted regularly as per AMC's directions during the contract period.

33.0 Fire Prevention

The Firm shall take all precautions necessary to ensure that no fire during operation. In case any fire incident takes place, he shall arrange to extinguish the same on top priority with the help of city fire service.

34.0 Clearance of Firm's Facilities

On or before expiry of the contract/completion period the Firm shall clear away all his temporary facilities including but not limited to offices, camps, storage yards, workshops, toilets etc.

35.0 Fair Wages

35.1 The Firm shall pay not less than fair wage/minimum wages to laborers engaged by him on the work as revised from time to time by the Government of Rajasthan, but the Government shall not be liable to pay anything extra.

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35.2 (Explanation: "Fair wage" means minimum wages for time or piece work, fixed or revised, as established by the State Government under the Minimum Wages Act, 1948.)

35.3 The Firm shall, notwithstanding the provisions of any Contract to the contrary, because to be paid fair wages to laborers indirectly engaged on the work, including any labor engaged in connection with the said work, as if the laborers have been immediately or directly employed by him.

35.4 In respect of all laborers, immediately or directly employed on the work, for the purpose of the Firm's part of this agreement, the Firm shall comply with or cause to be complied with, Contract Labour Regulations' made, or that may be made, by the Government, from time to time, in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorized deductions, maintenance of wages register, wage card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns, and all other matters of a like nature.

35.5 The regulations, aforesaid, shall be deemed to be part of this Contract and any breach thereof, shall be deemed to be breach of the Contract.

36.0 Protective Clothing and Footwear

The Firm shall, at his own expense, provide protective clothing and equipments to all staff and labour engaged on the contract. Such clothing and equipment shall include, at minimum, protective footwear, mask, reflectors and gloves for workmen envisaged in the Contract.

37.0 First-Aid Services

The Firm shall, at his own expense, provide first aid equipment. Medical check- up of each staff engaged with management and handling of Municipal Solid Waste under this Contract once every six month for communicable diseases at the Contractor's cost and submitting the report to the AMC.

38.0 Festivals and Religious Customs

The Firm shall in all dealings with labour in his employment have due regard to all recognized festivals, days of rest and religious or other customs.

39.0 Disorderly Conduct

The Firm shall at all time take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same. "Disorderly conduct" shall include but not be limited to harvesting of natural resources such as firewood or fish by the Firm's labour when this is done to the detriment of pre- existing local interests.

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40.0 Records of Labor and Accidents

The Firm shall maintain working hours and wages of labor, safety, health and welfare of persons, accidents, and damage to property and make such reports on these matters to AMC as he may from time to time prescribe.

41.0 Public Awareness

The Firm shall, do public awareness/ information/ safety as directed by AMC as mentioned in clause no 10.4

42.0 Contract Price

42.1 The Contract Price shall cover all expenditure incurred on staff, establishment, maintenance and repairs, spares and consumables, fuel and any other expenses. Installation of RFID & Operation & maintenance cost of POS shall be borne by the firm. The Contract Price shall also include all duties, taxes that may be levied in accordance to the laws and regulation in-force on the Firm's equipment, materials, supplies (permanent, temporary and consumables) to be used on or furnished under the Contract and on the operations to be performed under the Contract. Nothing in the Contract shall relieve the Firm from his responsibility to pay any Tax that may be levied on its operations or on profits made by him in respect of the Contract.

42.2 The Firm shall pay Taxes on all payments made to him under the Contract. The Firm shall pay all the Taxes directly to the Government of Rajasthan and to the Government of India or to the concerned department. AMC shall not take any responsibility for any kind of Tax payment to the Government or Quasi- Government bodies at any point of time, other than those required to be deducted at source before the payments are made to the Firm under any law & those practice to the Nagar Nigam Ajmer. The Firm shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

B. TIME CONTROL

43.0 Work Program

43.1 The Firm shall submit the Work program within 14 (fourteen) Days to AMC from the date of signing of concession agreement. The following information is required to be submitted in the work program:

- Plan for Door to Door Collection from each household, commercial and other establishment. (Work shall be done as per fixed routes charts until & unless it changes and approved by authority)
- Plan for Secondary Collection of waste
- Plan for Collection of Waste from Secondary Storage Points & Containers.
- Plan for detailed survey of households and commercial establishments and others
- Plan for installation of RFID card at every household, commercial and others establishments
- Plan for User charges collection from every household, commercial and others establishments
- Plan for Live monitoring through Geofencing and RFID Cards and for Code based scanning.
- Plan for Development of live monitoring system at whole city of Ajmer.

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- Records of personnel and Firm's Equipment on Site.
- Plan for implementing IEC for Segregation.
- Establishing complaint center at circle.

43.2 In case AMC feels that some changes are needed in the methodology of working in the working hours or in the area to be covered, the same shall be carried out if mutually agreed.

43.3 AMC's approval of the program or an updated program does not alter the Firm's obligations under the Contract. AMC shall supervise, monitor and execute the work through out the period through Circle SI & AMC's Official appointed by AMC.

44.0 Suspension of Operation/ Service

AMC may at any time by written notice to the Firm suspend further performance of the operations/services, whereupon the Firm shall suspend further performance of the operations/services to the extent specified and shall properly ensure and protect all operations/services in progress. Such suspension shall not exceed more than three (3) consecutive days each or aggregate more than thirty days (30) days in contract period. AMC may at any time give notice of resumption of the suspended operations/services, in whole or in part, whereupon the Firm shall resume its performance of that portion of the operations/services.

C. QUALITY OF SERVICES

45.0 Identifying Defects

AMC's Official, SI, shall check the Firm's work and Health Officer (on the report of SI) shall notify the Firm of any deficiencies which are found. Such checking does not affect the Firm's responsibilities.

D. COST CONTROL

46 Payments

46.1 The Firm shall raise bill for the work as per approved rates. The Firm shall submit monthly bill by 7th of every month in the office. Circle SI shall put up the bill to the AMC through accountant and clerk on the basis of performance reports of work & penalties obtained from AMC's Official. The AMC shall make and verify the payment of respective monthly bills to the Firm on the basis of performance report obtained by AMC's Official & submit it to the financial advisor for payment.

Note: - Billing of fourth month & successive months shall be made on the basis of covered Households and other establishments on scanning report. If after completion of survey process if the count of households comes less than the tentative household & commercial establishments table mentioned in Bid Document. Then the extra payment made during initial 03 months shall be recovered from the bills of bidder.

46.2 The AMC shall deduct penalty levied in the month under billing or other penalty levied in previous months but not recovered.

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46.3 Bill generation, distribution and collection for User charges:- Monthly bills for user charges shall be generated digitally and shall be distributed to households 15 days prior to due date or as decided by Municipal Corporation, Ajmer and digital record of the same shall be maintained on web portal stated above and appear on user application. The user shall be provided with printed receipt on successful receipt of user charges and the record shall be updated in real-time on user application and web portal.

46.4 Deductions from the Payment will be made if applicable towards Income Tax, Sales Tax, Turnover Tax, Service Tax and Royalties etc as per provisions of the statutory authorities, in force from time to time in the State of Rajasthan. The Firm is expected to include all such charges at the time of bidding submission. Any new taxes, increase in such tax's imposed/ applicable during the contract period shall be reimbursed by AMC as per actual after submitting the proof of the same.
It is to be ensured by the contractor the work should not suffer due to delay in payment under any unavailable circumstances.

47.0 Procedure of Payment

47.1 The Firm should submit the Bank and its branch name with his Account Number to AMC through the AMC after signing the agreement under this contract. AMC shall make payment through online mode.

48.0 Penalties

The period of first three month from the date mentioned in work order shall be reserved for installation of smart card at houses/shops and collection of data from houses/shops. The agency has to provide all services for this period however agency shall be exempted from all below penalties for first three month. After three months from the date mentioned in work order i.e. daily door to door collection, segregation and transportation of collected household waste the Firm shall be subject to the following service level and penalties for his failure to carry out operations and providing services properly. The Firm shall pay penalties at the rates stated in the following table. AMC shall deduct penalties from payments due to the firm.

S. No.	Function	Default	Service Level	Penalty
1	Firm must cover 100% household of the ward.	If Firm covers less than 100% household of the ward. Penalty shall be imposed.	Daily	Rs 2000/- per day per Auto Tipper.
2	The Vehicles of the firm shall not engage in private work during working hours	Firm shall work as per agreement.	-	Rs.1000/- (amount) Per day per vehicle.
3	Firm shall work 365 days (Subject to the Govt. orders & Notification)	In case of no service last for more than 1 day the firm will be fined. 12075985	Daily	Rs.10000/- (amount in Rs) per day. (additional to S.No.1)
4	The Agency worker will work	In case worker found	Daily	Rs.50/- (amount per day per

	in the proper uniform & PPE Kit (mask, Gloves, reflective jackets) with duly attested ID Card by the firm.	without dress and ID card then the agency will be fined.		worker).
5	Lifting of depot/container	If the firm fails to lift any depot/container within the given time then penalty will be imposed	Daily	Rs.3000/- per depot/container
6	Compactor on depot/collection center	It is not installed/working	Daily	Rs.10,000/- per day per Compactor
7	Upkeep of Maintenance of records & Submission of statutory documents & Reports.	Reports should be submitted on time otherwise agency will be fined. The Monthly report should be submitted before the 8th day of next month. Submission of IEC document Submission of driver license, RTO tax, vehicle RC Submission employee ESIC/ PF Submission of coverage report Submission of segregation of waste Any statutory document/ report demanded by any Govt. authority.	Monthly	Rs.250/- for every week delay per report.
8	Vehicle should be covered during transportation. (From collection point to transfer Station/ Sanitary Land Fill)	If any, vehicle is found not covered by the Tarpaulin/ Plastic etc. during transportation from collection point to transfer Station a fine shall apply for each vehicle.	Daily	Rs.2,000/- shall apply for each vehicle.
9	Non-attendance of any complaint within 24 hours	If Firm fails to resolve/attend the door to door and bin related grievances received on government portals within the specified time limits then the Firm shall pay penalties per day per	Daily	Rs.100/- per day per Grievance.

		grievances.		
10	Circle-wise Monitoring system and its collaboration with AMC call centers and Proper functioning of Live Monitoring system as mentioned in Bid Document	In case of nonfunctioning of Live monitoring based Automation system and Zonal Monitoring facility as mentioned in Bid Document up to two days then penalties shall be applicable.	Daily	Rs. 10,000/-per day.
11	IEC for source Segregation (dry & wet waste & domestic hazardous waste)	The Firm shall promote source segregation and provide training to helper and driver	Monthly	Rs 1000/- per month
12	Non establishment of complaint Center	Firm shall establish complain centre at circle office	-	Rs 1000/- per day
13	Vehicle Unloads Collected Waste At Location Other Than Specified Secondary Collection Point/ Mobile Transfer Station/Spot Specified For Route.	Geofencing Report (Auto Analyzed For Running And Stoppage).	Daily	Rs 5000/- per Vehicle.
14	Segregation of waste	Firm shall collect dry, wet waste & domestic hazardous. After 3 Months if segregation doesn't take place penalty shall be imposed.	Daily	1. 0-30% (Segregation)- 15 % of payment will be deducted. 2. 31-50% (Segregation)-10% of payment will be deducted. 3. 51-80% (Segregation)-05% of payment will be deducted. 4. 81-100% (Segregation)-100 % payment will be released.
15	Provision of the Separate Compartments for dry, wet waste collection and bins for domestic hazardous collection in Auto-Tippers	If Firm does not provide Separate Compartments in Tippers for dry, wet waste & domestic hazardous penalty shall be imposed.	Daily	Rs 1,000/- per Vehicle.
16	Working on auto tipper	If there is any strike of auto tipper for more than one day.	Daily	Rs.10,000/- per day per auto tipper.
17	Project Assets maintained as Specifications in Bid.	Firm shall maintain all project assets mentioned in Bid.	Daily	Rs 500/- per Vehicle.
18	Safety in Operations	Firm shall comply with the relevant regulations. Regarding Occupational	Daily	Rs 10,000/- per incident plus any other charges related to the mitigation of the

		Safety and Health.		problems caused, apart from any liability under the Workmen's Compensation Act and/ or other labour laws.
19	Generation of new Open Depots in Ward/Circle by the firm	Firm shall collect waste from each household/ commercial establishment & From Open depots. All the wards should be depot less.	Daily	On new generation / found of open depot in ward / circle & verified by SI Rs. 10,000/- shall be imposed for each Open Depot
20	Unauthorized collection of user charges or collection of user charges more than notified	Authorized representative of the Firm shall collect user charges as notified by Government	-	Rs 10,000/- per day per complaint received and immediate removal of such person involved in the activity.
21	Collection of User Charges	On Direction/ Permission of AMC, the firm shall collect user Charges. No cash will be taken by the AMC	-	Up to 25% -> 5% penalty on original bill amount Above 25% to 50% -> 2.5% penalty on original bill amount Above 50% to 75% -> 10% incentive on amount collected as user charges Above 75% -> 20% incentive on amount collected as user charges
22	Helper absent	If firm fails to deploy a helper per vehicle.	Daily	Rs. 2,000/- per Auto tipper per day.
23	Loud Speaker	Incase Loud Speaker (Amplifier) is not working on the Auto Tipper.	Daily	Rs. 2,000/- per Auto tipper per day.
24	Late Trip/ Delayed Trip	If Auto Tipper reaches delayed by more than one hour	Daily	Rs. 500/- per Auto tipper per day.
25	Paint of AMC on Auto Tipper	"For Ajmer Municipal Corporation only" is not painted on Auto Tipper.	Daily	Rs. 5000/-per Auto Tipper.

- The successful bidder has to develop a web portal to monitor daily operations of collection and transportation of MSW. AMC's Official appointed by Nagar Nigam Ajmer shall operate; monitor Web Portal developed by the firm. The web portal developed by firm must include the following features:
 - Daily report generation which includes coverage area in percentage, total length covered, total households covered, total manpower in operation, total complaints received and resolved, total vehicles operational and off-road.

- Automated daily report on Penalty imposed as per clause 48 will be generated from the portal. Authority and a relevant person can able to view and export data in excel format. Further Authority can add additional penalties as per clause 48 (if applicable), automation system of penalties shall auto accommodate those additional penalties. AMC's Official shall verify automated system developed by the firm.
- AMC's Official shall submit performance report to the Deputy Commissioner.
- User charges is to be recovered from first date. First Three months it will be based on AMC data and after it on the basis of survey data.

49.0 Stringent penalties for continuous default: In case the firm is found to be continuously defaulting and unable to put the system in place, following procedure shall be followed: If total quantum of penalty as calculated through the above penalty system is more than 20% of the bill amount due for 02 consecutive months then AMC shall issue a notice to the firm with a time period of 10 days for improvement in work. If Firm does not improve the work then, Health Officer submit report to Deputy Commissioner and Deputy Commissioner shall submit its recommendation to the commissioner for termination of the contract.

50.0 Tax and Audit

The price quoted by the Firm at the time of bidding shall be inclusive of all taxes applicable as on date of submission. Any increase in taxes or any new tax imposition during the contract period by AMC, State Government or Central Government departments shall be paid by Firm. Financial Advisor shall comply tax and audit compliance for the work.

51.0 Performance Security

51.1 The Firm has to submit Performance security at the time of signing of Contract Agreement.

51.2 A Performance Security shall be provided to the AMC in a form as per Annexure III (or format as per provided by the bank).

51.3 If there is no reason to call the performance security, the security deposit shall be returned to the Firm within 30 days of the contract completion period.

52.0 Cost of Repairs

52.1 Loss or damage to any public property between the Start Date and the end of the completion period is to be mended by the Firm at the Firm's cost, if the loss or damage arises from the Firm's acts or omissions.

52.2 Central control shall be housed at AMC premises where Firm shall provide access of circle to AMC head office.

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E. COMPLETION OF THE CONTRACT

53.0 Completion of Work

AMC shall issue a certificate certifying Completion of the operation/service to the Firm.

54.0 Taking Over

AMC shall take over the Services/ Operations immediately after the satisfactory completion of the contract period.

55.0 Final Payments

The Firm shall submit to AMC a detailed account of the total amount which he considers is payable to him under the Contract before the end of the successful completion of work. Health Officer is to certify any final payment which is due to the Firm within 30 days of receiving the Firm's account provided it is correct and Comprehensive. The performance bank guarantee/Security deposit should be released to the Firm along with the final payments. Any dues obtained from RTO, ESIC, EPFO and any dues of any statutory body left to recover shall be recovered from the Firm by AMC. This amount can be recovered from performance bank guarantee/Security deposit. Any penalties imposed by any court or consumer forum regarding non-deliverable of services and non-compliance of rules applicable shall be recovered from Firm.

56.0 Force Majeure

56.1 Any of the following events which is beyond the control of the party claiming to be affected thereby ("Affected Party"), and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and result in Material Adverse Effect shall constitute Force Majeure Event:

- (a) Earthquake, flood, inundation and landslide;
- (b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- (c) fire caused by reasons not attributable to the Firm or any of the employees, or agents of the Firm.
- (d) Acts of terrorism
- (e) Strikes, labor disruptions, any other disruptions or public unrest not arising on account of acts of the Firm
- (f) Action of Government Agencies having Material Adverse Effect, including but not limited to
 - (i) Any judgment or order of a court and consumer forum of competent jurisdiction or statutory authority in India made against the Firm in any proceeding, which is non-collusive and duly prosecuted.
 - (ii) any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case for reason other than the Firm's breach or failure in complying with the SWM rule, 2016 and subsequent amendments thereof and CPHEEO guidelines., O&M requirements defined in the Contract, Applicable laws, Applicable

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permits, any judgment or order of any Government Agency or of any Contract by which the Firm as the case may be is bound.

(iii) Early termination of this agreement by AMC for reason of national emergency or national security

(g) war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.

(h) Strikes, work to rule actions, go slow or similar labour difficulty in the city as a whole and not specific to the work

(i) Any resistance from the citizens or any other groups not allowing performing the Project/work as stipulated in the bid.

56.2 Force Majeure shall not apply in the following circumstances and events.

(a) Un-availability, late delivery of the spares, vehicles, machineries, equipments, materials and consumables for the work on account in change cost delay in manufacture.

(b) A delay in performance of any other agency or employees of the Firm.

(c) Non-performance of vehicles, equipments, machineries resulting from wear and tear and not maintained in time.

(d) Non-performance on account of failure to comply with any laws of India related to the work.

(e) Medical Emergency period in which sanitation is essential.

56.3 Neither AMC nor the Firm shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a Force Majeure Event which arises after the date of issue of work order.

56.4 Upon occurrence of an event considered by the Firm to constitute Force Majeure and which may affect performance of his obligations, he shall promptly notify AMC's Representative, and shall endeavor to continue to perform his obligations as far as reasonably practicable. The Firm shall also notify AMC's Representative of any proposals, including any reasonable alternative means for performance, but shall not effect such proposals, without the consent of AMC's Representative.

56.5 Upon occurrence of any event considered by AMC to constitute Force Majeure, and which may affect performance of AMC's obligations, he shall promptly notify the Firm and the Firm's Representative, and shall endeavor to continue to perform his obligations as far as reasonably practicable. AMC shall also notify the Firm of any proposals with the objectives of completing the works and mitigating any increased costs to AMC and the Firm.

56.6 Procedure for Calling Force Majeure:

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(i) The Party claiming Force Majeure shall inform the other Party of the situation of Force Majeure as soon as reasonably practicable. The efforts made by the Affected Party in overcoming the effects will be conveyed to the other Party with supporting data including relief from them.

(ii) The Affected Party shall also inform to the other Party cessation of the Force Majeure or circumstances and report regarding the total relief of what so ever nature desired by the affected Party.

(iii) Neither party shall then be responsible or liable for any action under the bid conditions for failure or delay in performance of the work under the contract.

(iv) The period allowed for restoration of the normal performance by the Parties of such obligation shall be extended on day to day basis based on merit and mutual consent of the parties.

(v) Each party shall use reasonable efforts to mitigate the effects of any event or circumstances of Force Majeure and to cooperate to develop and implement a plan of remedial and reasonable alternative measures to remove the event of Force Majeure. The affected should take lead and exert to resume normal performance of its obligation under the bid conditions.

(vi) The Firm shall perform his obligations under the contract as near as it is reasonably practical, also shall seek all reasonable alternative means of performance.

(vii) When the Affected Party is able to resume performance of its obligations under this Contract, it shall promptly give the other Party a 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.

(viii) 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 payment to the Firm for him being affected on account of Force Majeure. In this situation, the Firm shall only be paid for the work done, since unforeseen situation should be shared by both, AMC and Firm.

57.0 No Breach of Obligations

The Firm shall not be considered to be in breach of his obligation under this Contract nor shall it incur or suffer any liability if and to the extent performance of any of his obligations under this Contract is affected by or on account of any of the following.

- a) Force Majeure Event,
- b) Compliance with the instruction of the Deputy Commissioner/Representative of Competent Authority or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Contract of any its obligations hereunder.

58.0 Events of Default

58.1 Firm event of default

(1) At any time after the Commencement Date, the Deputy Commissioner/ Health Officer may investigate where the Firm has failed to properly perform the operations in accordance with this contract. The AMC shall issue a notice to the Firm, instructing him to rectify the failure within two days time.

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(2) An event of default on the part of the Firm, which results from the Firm being unable to fulfill his service obligations under the contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:

(3) The Firm-

(a) Has repudiated the Contract, or

(b) Without reasonable excuse has failed to commence operations in accordance with this contract and or failed to complete the activities/operations within the time stipulated for completion.

(4) Gross misconduct of the Firm;

(i) Despite previous warning from the AMC in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract;

(ii) The Firm persistently fails to follow Good Operating Practices in execution of the Contract;

(iii) The Firm stops providing the operations and the stoppage have not been authorized by the Deputy Commissioner;

(iv) The AMC gives notice that failure to correct a particular defect is a fundamental breach of contract and Firm fails to correct it within two days of time determined by the Deputy Commissioner;

(v) If the Firm is in breach of any law or statute governing the Operations;

(vi) The Firm, in the judgment of the Corporation, has engaged in Corrupt and Fraudulent Practices in competing for or in carrying out the Operations under the Contract;

(vii) The Firm has modified the composition of his company without prior approval of the Corporation;

(viii) The Firm is unable to maintain the composition and structure of his organization due to any of the following causes:

(5) The Firm enters into voluntary or involuntary bankruptcy, or liquidation;

(6) The Firm becomes insolvent;

(7) A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets; and

(8) Any act is done or event occurs with respect to the Firm or his assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events.

(9) AMC has reserves the right to withdraw/ terminate the agency of applicant in any of following circumstances:

- Information provided to AMC is found to be incorrect;
- Misleading claims about the agency are made;
- Clear evidence is received that agency has breached copyright laws/ plagiarized from another source;

(10) AMC reserves the right to discontinue the specific or all services if the same is either not required or not delivered as per the expectation.

58.2 AMC's Event of Default

Any of the following events shall constitute an event of default by AMC:

(i) AMC has failed to make the payment or part payment of the services provided by the Firm more than 03 (three) constitutive months;

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(ii) AMC is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 90 days of receipt of notice thereof issued by the Firm;

59.0 Termination of Contract Due to Event of Default and other major deficiencies:

(a) Termination of Contract due to Event of Default: - Without prejudice to any other right or remedy which AMC may have in respect thereof under this contract, upon the occurrence of Firm Event of Default, the AMC may, subject to the provisions of this contract, terminate this contract in the manner as set out under, If decides to terminate this contract upon the occurrence of a Firm Event of Default, in the first instance, he shall issue preliminary notice to the Firm. Within fifteen (15) days of receipt of preliminary notice, the Firm shall submit to AMC through the Commissioner in sufficient detail, the manner in which he proposes to cure the underlying Event of Default. In case of non submission of the Firm's proposal to rectify within said period of fifteen (15) days, Commissioner, AMC shall be entitled to terminate this Contract by issuing termination notice and Security Deposit shall be forfeited.

(b) Termination of Contract due to major deficiencies: - If total quantum of penalty as calculated through the penalty system as mentioned in clause no. 48.0 is more than 20% of the bill amount for two (02) consecutive months then AMC shall issue a notice to the firm with a time period of 10 days for improvement in work. If Firm does not improve the work then AMC may terminate the contract. Mayor/Commissioner of Nagar Nigam has full right to terminate the contract.

60.0 Settlement of Dispute and Jurisdiction.

Any dispute resulting from this Agreement shall be looked after by legal cell of AMC. In the event, that dispute is not resolved within 30 days in any particular case; the dispute shall be referred to Commissioner AMC for appeal within 30 days as per clause of Bid Document. Any dispute resulting from this Agreement shall be settled amicably by mutual Consultation by the firm & AMC. In the event that amicable settlement is not reached within 60 days in any particular case, the dispute shall be referred to Court and shall be resolved in accordance with and subject to the provision of the Bid Document and any statutory modifications and enactment hereof for the time being in force. The decision o the court shall be final and binding upon both parties. Courts at Ajmer shall have exclusive jurisdiction over the contract.

F. ANNEXURES

ANNEXURE I: Format of Letter of Acceptance

(Letterhead paper of Employer)

(For Name of City)

(Date)

To:

(Name and Address of the Firm)

Dear Sir,

This is to notify you that your bid dated ----- for Collection & Transportation of Collected household waste up to waste processing facility as per SWM Rules 2016 and subsequent amendments thereof and CPHEEO guidelines in Ajmer City under Swachh Bharat Mission 2.0 for the Contract Price of Rs. (Rupees in number and words), rate per household per month for a period of 02 year which is further extendable to 01 year on prescribed terms and conditions is hereby accepted by Ajmer Municipal Corporation.

You are required within 15 days of the date of this Letter of Acceptance, to:

- (i) prepare the Form of Agreement, in duplicate, on Government Stamp Paper and meet with the undersigned at the address provided during normal office hours on any working day to sign the said Agreement.
- (ii) Submit the performance Bank Guarantee in the prescribed forms
- (iii) Submit insurance cover
- (iv) Submit work program within 14 days

One copy of the signed Agreement will be provided to you for your files, while the other copy will remain with us.

Deputy Commissioner
Ajmer Municipal Corporation, Ajmer

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**ANNEXURE II: Format for Form of Agreement
(On Non Judicial Stamp of Rs. 500/-)**

This Agreement made this day of2023 between Ajmer Nagar Nigam (hereinafter called the Employer) of the one part and..... (Hereinafter called the Firm) of the other part.

Whereas the Employer is desirous that certain works should be carried out by the Firm i.e. Procurement Of Service For Operation Of Door TO Door Household Waste Collection, Segregation And Transportation of Collected Household Waste and other Non Residential, Commercial waste & Street sweeping waste, all kind of waste Including drain cleaning waste up to secondary collection point/ Transfer Station and also up to sanitary landfill site Through Live Monitoring Using Geo-Fencing & RFID Based Monitoring System scanning In Ajmer South area Wards (Circle No. 4,5,6,7,8) of the City of Municipal Corporation Ajmer area as per SWM Rules 2016 and subsequent amendments thereof and CPHEEO guidelines in Ajmer City under Swachh Bharat Mission 2.0 and has accepted a Bid by the Firm for the execution and completion of such works and the remedying of any defects therein.

Now this Agreement witness as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Letter of Acceptance;
 - (b) The Instructions to Firm;
 - (c) The Conditions of Contract;
 - (d) The Price Schedule
3. In consideration of the payments to be made by the Employer to the Firm as hereinafter mentioned, the Firm hereby covenants with the Employer to carry out the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Firm in consideration of the execution and completion of the work and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

The Common seal of Was hereunto affixed in the presence of: or
Signed, Sealed and Delivered by the said
in the presence of:

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Binding Signature of Employer

Binding Signature of Firm

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ANNEXURE III: Pro-forma of Bank Guarantee/ Performance Security/EMD

B.G. No. Dated:

1. In consideration of you, Ajmer Municipal Corporation having its office at Ajmer Rajasthan (hereinafter referred to as the "AMC" which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of

.....
[a Company registered under provision of the Companies Act, 1956] and having its registered office at (herein 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), Procurement Of Service For Operation Of Door TO Door Household Waste Collection, Segregation And Transportation of Collected Household Waste and other Non Residential, Commercial waste & Street sweeping waste, all kind of waste Including drain cleaning waste up to secondary collection point/ Transfer Station and also up to sanitary landfill site Through Live Monitoring Using Geo-Fencing & RFID Based Monitoring System scanning In Ajmer South area Wards (Circle No. 4,5,6,7,8) of the City of Municipal Corporation Ajmer area as per SWM Rules 2016 and subsequent amendments thereof and CPHEEO guidelines in Ajmer City for Nagar Nigam Ajmer under Swachh Bharat Mission 2.0; (herein after referred to as "the Project"). Pursuant to the Bidding Documents dated *****issued in respect of the Project and other related documents (herein after collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at ----- and one of its branches at(here in after referred to as the "Bank") at the request of the Bidder, do hereby in terms of the Bidding Documents, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding

Documents by the said Bidder and unconditionally and irrevocably undertake to pay forth with to the Authority an amount of Rs. -----/- (Rupees -----) as Bid Security / performance Guarantee (herein after collectively referred to as "BG");as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill 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 AMC stating that the Bidder is in default of the due and faithful fulfillment 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 AMC is disputed by the Bidder or not merely on the first demand from the AMC stating that the amount claimed is due to the AMC by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including the obligation 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.

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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. We, the Bank, further agree that the AMC shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment 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 AMC that the Bidder is in default as aforesaid shall be final and binding onus, notwithstanding any differences between the AMC and the Bidder or any dispute pending before any Court.

5. 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.

6. In order to give full effect to this Guarantee, the AMC shall be entitled to treat the Bank as the principal debtor. The AMC 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 fulfillment and compliance with 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 these securities available to the AMC, and the Bank shall not be released from its liability under these presents by any exercise by the AMC of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other for any reason, or any indulgence by the AMC to the said Bidder or by any change in the constitution of the AMC or its absorption, merger or amalgamation with any other 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.

7. 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.

8. We undertake to make the payment on receipt of your notice of claim onus addressed to [name of Bank along with branch address] and delivered at our above branch that shall be deemed to have been duly authorized to receive the said notice of claim.

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09. It shall not be necessary for the AMC to proceed against the said Bidder before proceeding against the Bank and the guarantee here in contained shall be enforceable against the Bank, not

withstanding any other security which the AMC may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank here under, be outstanding or unrealized.

10. We, the Bank, further under take not to revoke this Guarantee during its currency except with the previous express consent of the AMC in writing.

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the under signed is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

12. Bank Guarantee for Performance guarantee shall remain valid throughout the contract period.

Signed and Delivered by Bank

By the hand of Mr./Ms.,its and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

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Annexure IV: Details of Bidder

1. (a) Name:

(b) Country of incorporation:

(c) Address of the corporate headquarters and its branch office(s), if any, in India:

(d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

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

(a) Name:

(b) Designation:

(c) Company:

(d) Address:

(e) Telephone Number:

(f) E-Mail Address:

(g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:

(a) Name:

(b) Designation:

(c) Address:

(d) Phone Number:

(e) Fax Number:

5. Name of Bidder

S. No.	Criteria	Yes	No
1	Has the Bidder/MSME / JV been barred by the [Central / State] Government, or any entity controlled by it from participating in any project?		
2	If the answer to 1 above is yes, does the bar subsist as on the date of Bid?		
3	Has the Bidder/MSME/JV paid liquidated damages of more than 5% (five per cent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder/MSME and each of the Members of its JV (where applicable) or any of their Associates disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary).

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Annexure V: Technical Capacity of the Bidder

Bidder / Member

Item	Particulars of the Project
Title of the Project	
Nature of the project	
Entity for which the project was done	
Location	
Project cost	
Date of commencement of project/ contract	
Date of completion/ commissioning	
Equity share holding(with period dating which equity was held)	
Whether credit is being taken for the eligible Experience of an Associate (Yes/ No)	

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Project in this Annexure.
2. The projects cited must comply with the eligibility criteria specified in the Bid Document. Information provided in this section is intended to serve as a back- up for information provided in the Bid.
3. A separate sheet should be filled for each Eligible Project.
4. Experience for any activity relating to an Eligible Project shall not be claimed by bidder. In other words, no double counting by a Bidder/ MSME/ JV in respect of the same experience shall be permitted in any manner whatsoever.
5. Certificate from respective clients must be furnished as per format below for each Eligible Project.

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ANNEXURE VI - Format for Performance Satisfaction Certificate

(On the Letterhead of the ULB)

We hereby certify and confirm that M/s. _____
(Name of Operator) has been handling or has handledprojects in
our Corporation/ Municipality from _____ to _____ (delete whichever is not
applicable) and that their performance is found satisfactory. Further the said company has not been
subjected to any vigilance investigations or subjected to any pending or adjudicated dispute/s or
termination or cancellation in respect of the above project/s.

Dated thisDay of, 2023

.....

**Commissioner
Municipal Corporation Ajmer**

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Annexure VII: Financial Capacity of the Bidder

Bidder Type	Net Worth (year 1)	Turnover (year 1)	Net Worth (year 2)	Turnover (year 2)	Net Worth (year 3)	Turnover (year 3)
Bidder /MSME /JV (Lead member)						
Member 2						
TOTAL						

Instructions:

1. The Bidder/MSME/ JV shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (Three) years preceding the Bid Due Date. The financial statements shall:

- (a) Reflect the financial situation of the Bidder/MSME/ JV;
- (b) Be audited by a statutory auditor;
- (c) Be complete, including all notes to the financial statements; and
- (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders). Net worth of Associate / Group Companies will not be considered for the purpose of qualification.

3. The Bidder shall provide an Auditor’s Certificate/ Chartered Accountant certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with of the Bid Document.

4. For the purpose of the Bid, Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to in accordance with of the Bid Document.

5. The Bidder shall also provide the name and address of the Bankers to the Bidder.

Annexure VIII: Statement of Legal Capacity
(To be forwarded on the letterhead of the Bidder)

Ref.

Date:

To

Commissioner
Municipal Corporation, Ajmer.

Dear Sir:

We hereby confirm that we/ our members in the Bidder /MSME/ JV (constitution of which has been Described in the Bid) satisfy the terms and conditions laid out in the Bid Document.

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the Bidder /MSME/ JV on its behalf* and has been duly authorized to submit the Bid Document. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you

Yours faithfully,
(Signature, name and designation of the authorized signatory)

For and on behalf of.....

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**SECTION V: BIDDING FORMS
APPENDICES**

Part I: Key Submissions

APPENDIX A: To be submitted as per Scope of Work mentioned in clause 10.0

APPENDIX B: Format for Intent to Submit Proposal

APPENDIX I: Covering Letter cum Project Undertaking

1) Details of Bidders as per ANNEXURE IV

(Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed)

2) RTGS in favour of “The Commissioner, Municipal Corporation Ajmer” for Rs.5, 000/- Rupees Five Thousand only) towards the cost of Bid Document.

3) EMD shall be paid online in the account of AMC.

4) The Bid shall be summarily rejected if it is not accompanied by the EMD.

5) Technical Capacity of the Bidder as per ANNEXURE V

6) Performance Satisfaction Certificate as per ANNEXURE VI

7) Financial Capacity of the Bidder as per ANNEXURE VII

(Copies of Bidder’s duly audited balance sheet and profit and loss account for the preceding three years)

8) Statement of Legal Capacity as per ANNEXURE VIII

APPENDIX II: Power of Attorney for signing the Bid

APPENDIX III: Power of Attorney for MSME

APPENDIX IV: Joint Bidding Agreement

APPENDIX V: Anti-Collusion Certificate

Part II: Technical Proposal

APPENDIX VI: Technical Proposal

Part III: Financial Proposal

APPENDIX VII: Financial Proposal

**RajKaj Ref
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APPENDIX – B: Format for Intent to Submit Proposal

Date

To,

Municipal Corporation, Ajmer

Dear Sir,

Ref: Request For Proposal for Procurement of service for Operation Of Door TO Door Household Waste Collection, Segregation And Transportation of Collected Household Waste and other Non Residential, Commercial waste & Street sweeping waste, all kind of waste Including drain cleaning waste up to secondary collection point/ Transfer Station and also up to sanitary landfill site Through Live Monitoring Using Geo-Fencing & RFID Based Monitoring System scanning In Ajmer South area Wards (Circle No. 4,5,6,7,8) of Ajmer Municipal Corporation under guidelines of Swachh Bharat Mission (SBM) 2.0.

The under signed hereby acknowledges and confirms receipt of all the Sections of the Request for Proposal (Bid Document) Document for the captioned project from AMC and conveys its intention to submit a Bid for the Project.

.....

Name of the Bidder

.....

Signature of the Authorized Person

.....

Name of the Authorized Person

Note: On the Letterhead of the Bidder. To be signed by the Lead Member in case of a Joint Venture. The acknowledgement should be sent within 2days of purchase/ downloading of the Bid Document

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APPENDIX I: Format for Covering Letter cum Project Undertaking

Date

To,

Commissioner

Municipal Corporation Ajmer.

Ref: Request For Procurement of service for Operation Of Door TO Door Household Waste Collection, Segregation And Transportation of Collected Household Waste and other Non Residential, Commercial waste & Street sweeping waste, all kind of waste Including drain cleaning waste up to secondary collection point/ Transfer Station and also up to sanitary landfill site Through Live Monitoring Using Geo-Fencing & RFID Based Monitoring System scanning In Ajmer South area Wards (Circle No. 4,5,6,7,8) of Ajmer Municipal Corporation under guidelines of Swachh Bharat Mission (SBM) 2.0.

Dear Sir,

Being duly authorized to represent and act on behalf of (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the information provided in the Bidding documents provided to us by AMC, in respect of the project, the undersigned hereby submits the Proposals in response to the Bidding documents. For your evaluation I/We are enclosing our Bid in one (1) original, along with details / certificates as per the requirements of the Bidding documents.

We confirm that our Bid is valid for a period of 90 days from the date of opening of financial bid/negotiation.

We also hereby agree and undertake us under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Bid is as per qualification criteria in all respects and unconditional and we agree to the terms of the proposed Contract Agreement, a draft of which also forms a part of the Bidding documents provided to us.

.....

(Signature of the Authorized Person)

.....

(Name and designation of the Authorized Person)

.....

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APPENDIX II: Power of Attorney for Signing of Bid

Know all men by these presents, We, _____
(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with our MSME and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for Procurement of service for Operation Of Door TO Door Household Waste Collection, Segregation And Transportation of Collected Household Waste and other Non Residential, Commercial waste & Street sweeping waste, all kind of waste Including drain cleaning waste up to secondary collection point/ Transfer Station and also up to sanitary landfill site Through Live Monitoring Using Geo-Fencing & RFID Based Monitoring System scanning In Ajmer South area Wards (Circle No. 4,5,6,7,8) of Ajmer Municipal Corporation under guidelines of Swachh Bharat Mission (SBM)2.0 for Municipal Corporation Ajmer including but not limited to signing and submission of all Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the AMC, representing us in all matters before the AMC, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the AMC in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the AMC.

AND we hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2016 For _____

(Signature)
(Name, Title and Address)

Witnesses:
1.
2.

Accepted
(Signature)
(Name, Title and Address of the Attorney)

[Notarized]

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Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostils Certificate.*

APPENDIX III: Power of Attorney for MSME

Know all men by these presents, We, _____ (name of the MSME and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ the Lead Member of our MSME and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for Procurement of service for Operation Of Door TO Door Household Waste Collection, Segregation And Transportation of Collected Household Waste and other Non Residential, Commercial waste & Street sweeping waste, all kind of waste Including drain cleaning waste up to secondary collection point/ Transfer Station and also up to sanitary landfill site Through Live Monitoring Using Geo-Fencing & RFID Based Monitoring System scanning In Ajmer South area Wards (Circle No. 4,5,6,7,8) of the City of Municipal Corporation Ajmer under guidelines of Swachh Bharat Mission (SBM) 2.0 for Municipal Corporation, Ajmer including but not limited to signing and submission of all Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the AMC, representing us in all matters before the AMC, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the AMC in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the AMC.

AND we hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2016 For _____

(Signature)

(Name, Title and Address)

Witnesses:

- 1.
- 2.

Accepted

[Notarized]

(Signature)

(Name, Title and Address of the Attorney)

**RajKaj Ref
12075985**

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized at the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille Certificate.*

APPENDIX IV: Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of,2023

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (Here in after referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (Here in after referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS

(A) Municipal Corporation Ajmer (AMC) represented by its Commissioner and having its principal offices at Ajmer, Rajasthan (hereinafter referred to as the “AMC” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited technical and financial proposals (the “Bids”) by its Request for Proposal No. dated(the “Bid Document”) for Procurement of service for Operation Of Door TO Door Household Waste Collection, Segregation And Transportation of Collected Household Waste and other Non Residential, Commercial waste & Street sweeping waste, all kind of waste Including drain cleaning waste up to secondary collection point/ Transfer Station and also up to sanitary landfill site Through Live Monitoring Using Geo-Fencing & RFID Based Monitoring System scanning In Ajmer South area Wards (Circle No. 4,5,6,7,8) of the City of Municipal Corporation Ajmer under guidelines of Swachh Bharat Mission (SBM) 2.0 .

(B) The Parties are interested in jointly bidding for the Project as MSME and in accordance with the terms and conditions of the Bid Document document and other Bid Documents in respect of the Project, and

(C) It is a necessary condition under the Bid Document that the MSME shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

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**APPENDIX V: Format for Anti-Collusion Certificate
(On the Letterhead of the Bidder)**

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

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated thisDay of, 2023

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated thisDay of, 2023

.....

(Name of the Bidder*)

.....

(Signature of the Authorized Person)

.....

(Name of the Authorized Person)

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APPENDIX VI: Format for Technical Proposal

Based on the details/requirements given in the Bid Document, Eligible Bidder(s) shall submit their Technical Approach, Methodology and Project Plan.

You are suggested to present in your technical proposal the followings:

- a) Operation plan for primary collection and Transportation of collected household waste
 - Primary door to door collection plan and methodology
 - Deployment plan of Tippers Drivers and helpers
 - Deployment plan for secondary Transportation vehicles
 - Containers Lifting Plan (Emptying of container and Transportation of Waste)
 - Plan for IEC and Live Monitoring activities
 - Plan for User Charge Collection.
- b) Approach and Methodology for handling Public Grievances, Emergencies and contingencies
- c) Experience and capabilities in SWM Sector in India
- d) Additional Experience and capabilities in SWM sector in India (more than above stated criteria)
- e) Average Annual Turnover (AATO)
- f) Net worth (NW)

APPENDIX VII: Format for Financial Offer

(To be submitted Online only)

To,

The Commissioner
Municipal Corporation, Ajmer

Sir,

Subject: Financial Offer for Procurement of service for Operation Of Door TO Door Household Waste Collection, Segregation And Transportation of Collected Household Waste and other Non Residential, Commercial waste & Street sweeping waste, all kind of waste Including drain cleaning waste up to secondary collection point/ Transfer Station and also up to sanitary landfill site Through Live Monitoring Using Geo-Fencing & RFID Based Monitoring System scanning In Ajmer South area Wards (Circle No. 4,5,6,7,8) of the City of Municipal Corporation Ajmer inclusive of all current applicable Taxes, Levies and Surcharge etc.

S. No.	Description	Rate per Household Unit Per Month	Total amount with taxes in Rs. (In Figures)	Total amount with taxes in words
A	Procurement of service for Operation Of Door TO Door Household Waste Collection, Segregation And Transportation of Collected Household Waste and other Non Residential, Commercial waste & Street sweeping waste, all kind of waste Including drain cleaning waste up to secondary collection point/ Transfer Station and also up to sanitary landfill site Through Live Monitoring Using Geo-Fencing & RFID Based Monitoring System scanning In Ajmer South area Wards (Circle No. 4,5,6,7,8) of the City of Municipal Corporation Ajmer) inclusive of all current applicable Taxes, Levies and Surcharge etc for Residential Houses, Commercial establishments, Shops, Institutional Premises, Multi Storied Buildings, Hospital, Dispensaries, Medical Stores, Hostel, Marriage Garden, Cinema Halls, Malls, salons, etc. and all other establishments existing in the service area of Circle Area of AMC. RFID Card scanning software and system will be developed by the firm.	INROnly	INR..... Only	INROnly
B	The Firm shall collect user charges from households & establishment as per the prescribed law/rules/regulations/norms framed by the Central/ State Government or the user charges notified by Municipal Corporation.			

Note:

- 1) All capital cost, Operation and maintenance costs/ charges, POL, rent, survey, parking spaces, workshop, office space and all other necessary expenses needed for work shall be included in the above mentioned rates. No other charges shall be payable to Firm for any extra work to be carried out to cover the scope of work mentioned in the Bid Document of the bid throughout the contract period.
- 2) Procurement & Installation of RFID Card shall be borne by the Firm.
- 3) Any change in taxation law by Government of India or state Government shall be applicable as per actual. Any such increase (after proposal submission due date) shall be reimbursed upon submission of documentary evidence of the same.
- 4) Rate submitted by successful bidder shall be revised @ 3% increment per year after the successful completion of 2 years of contract i.e. in 3rd year from the quoted rate by the firm.
- 5) No escalation shall pay throughout the contract period except @ 3% increment per year after the successful completion of 2 years of contract i.e. in 3rd year as mentioned in point no. 04.
- 6) Courts at Ajmer shall have exclusive jurisdiction over the contract.

SEAL OF COMPANY

Signature.

Designation.

Date... ..

Note: On the Letter head of the Bidder and to be signed by the bidder or lead member.

In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

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APPENDIX VIII

Survey Assessment Form

Personal info

- 1- Name of Owner
- 2- Mobile No.
- 3- Postal address

Address of Building and Land

1. Ward No.
2. House/Plot No., Name of building, Name of Street/colony

Particulars of Building and Land (In square yard)

1. Total Area of the Plot
2. Vacant Area
3. Plinth Area
4. Total built-up Area
5. Number of Floors/Stories built

Use of Building and Land with Floor-wise area

1. *Use of land - Drop Down*
 - i. Residential
 - ii. Commercial
 - iii. Institutional
 - iv. Industrial
 - v. Miscellaneous

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2. Details of Floor Area (In Square Feet)

- i. Under Ground
- ii. Ground Floor
- iii. First Floor
- iv. Second Floor
- v. Third Floor
- vi. Total

POI - Coordinates

User Charges - Category - given by the Nigam

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APPENDIX IX

Check list of Live Demo Survey

- 1) Survey of All properties
- 2) Live location of Vehicle
- 3) Tracking of Auto-Tipper on given **Date** and **Ward** (All vehicle of the selected Ward)
- 4) Ward Boundaries
- 5) Route track on **GPS** and **Distance**
- 6) Scanning
- 7) Reports - As per out requirement
- 8) Complaint Portal through **RFID** access for user
- 9) User Charges collection **Payment Gateway** and portal