



F.No.47-256/Health/O.M./2022-23

OULGARET MUNICIPALITY

PUDUCHERRY-5

Jawahar Nagar, the

NOTICE INVITING TENDER

Tender I.D.No. 2022_DLA_10859_1



OULGARET MUNICIPALITY

PUDUCHERRY- 605 005

Name of work: *ENGAGEMENT OF EARTH MOVING MACHINERIES FOR LIFTING, LEVELLING AND STACKING OF GARBAGE DISPOSED AT KURUMBAPET DUMPING YARD, PUDUCHERRY.*

Last date for down loading of e-Tender: **05-09-2022 up to 3.30 P.M**

Last date for submission of e-Tender: upto 3.30 P.M on **05-09-2022.**

Date and time of opening : 4.00 P.M on **05-09-2022.**

COMMISSIONER
OULGARET MUNICIPALITY
email: om.pon@nic.in

Cost of tender document Rs.1,050/- (Inclusive of tax)

(TO BE SUBMITTED ALONG WITH TECHNICAL BID)

TENDER I.D No. 2022_DLA_10859_1

Phone No:- 0413 - 2200941

TENDER FORM

To

The Commissioner,
Oulgaret Municipality,
Puducherry - 605 005.

We the undersigned (hereinafter called as Contractor / Firms / Individuals / Co-operative Societies) hereby offer to execute the work as per specification against which we have quoted our rates and for which this tender may be accepted at the rates stated therein and subject to the terms & conditions set forth for such items as may be ordered by the Commissioner, Oulgaret Municipality, Puducherry or any officer acting on his behalf.

Date:

Signature of the Contractor

Address

TENDER DOCUMENT

OULGARET MUNICIPALITY, PUDUCHERRY - 605 005

NOTICE

Tender I.D.No.2022_DLA_10859_1

Dated:

Engagement of earth moving machineries for lifting, levelling and stacking of garbage disposed at Kurumbapet Dumping Yard, Puducherry.

Online bids are hereby invited on behalf of the Oulgaret Municipal Council, Puducherry from eligible Contractors / Firms / Individuals / Co-operative Societies for the work mentioned below:-

Name of work	Period of work	Earnest Money Deposit Rs.	Cost of Tender Document Rs.
1	2	3	4
Invitation of techno-commercial proposals for “Engagement of earth moving machineries for lifting, levelling and stacking of garbage disposed at Kurumbapet Dumping Yard, Puducherry”.	12 Months	1,60,000/-	1,050/-

2. Tender documents can be seen on website: www.py.gov.in download/participate online from <http://pudutenders.gov.in> by the Contractors / Firms / Individuals / Co-operative Societies registered on the Portal.

Tender Submission Details :

a.	Tender I.D. No.	2022_DLA_10859_1
b.	Bid document available from http://pudutenders.gov.in	26-08-2022@ 10.00 A.M Up to 3.30 P.M on 05-09-2022
c.	Last date and Time for downloading of Bid	05-09-2022 @ 3.30 pm
d.	Last date and Time for Online submission of Bid documents	05-09-2022@ 3.30 pm
e.	Date & Time of opening Technical Bid	05-09-2022@ 4.00 pm
f.	Date & Time of opening Financial Bid	Will be published in tender website after the evaluation of technical bids.
g.	Bid Validity	90 days
h.	Period of work	12 Months from the date of issue of work order.

3. As the Bids are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest. Tenderer shall submit their offer in electronic format in above mentioned website on or before the scheduled date and time as mentioned above after digitally signing the same. No offer in physical format of **financial bid** shall be accepted and any such offer if received by Oulgaret Municipality, Puducherry shall be summarily rejected.

4. The cost of Tender Documents and Earnest Money Deposit (EMD) as noted in col.3 & 4 of the table above are to be submitted through Online Mode in favour of the Commissioner, Oulgaret Municipality only and failure to provide EMD and cost of tender document as specified here shall lead to rejection of bid. Technical bids shall be opened and scrutinized at 4.00 P.M. on **05-09-2022** in the Chamber of the Commissioner, Oulgaret Municipality.

5. Online Submission of EMD, Tender Cost, Tender Documents, Technical Qualification Bid and Financial Bid.

The completed bid comprising of documents indicated in Technical bid and financial bid digitally signed should be uploaded in the website cited along with scanned copies of requisite certificates / documents as are mentioned in different sections in the bidding document.

CONDITIONS:-

- a. The tender without earnest money deposit and cost of tender document will be summarily rejected.
- b. The jurisdiction of court shall be at Puducherry.
- c. The tender of the bidder who does not satisfy the Eligibility and Technical Bid Criteria in the bid documents shall be liable to be rejected summarily without assigning any reason and no claim whatsoever on this account shall be considered.
- d. The eligibility criteria and other conditions are appended herewith.
- e. The Commissioner on behalf of the Oulgaret Municipal Council, Puducherry reserves the right to alter, cancel and add extra conditions, besides reserves the right to reject any/ all offers without assigning any reason thereof.
- f. The contractor not to claim any condition apart from the NIT.
- g. The tender can be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.

Possession of Digital Signature Certificate (DSC) and registration of the eligible Contractors/Firms/Individuals/Co-op., Societies on the website i.e. <https://pudutenders.gov.in> shall be a pre requisite for e-tendering.

For further details and e-tendering schedule, visit website <https://pudutenders.gov.in>

Please contact e-Procurement cell e-Tender help desk for guidance in Phone No.0413-2220225 & 1800 3070 2232 (Toll Free) during office hours.

**COMMISSIONER
OULGARET MUNICIPALITY
PUDUCHERRY**
email: om.pon@nic.in

Tender I.D.No.2022_DLA_10859_1

Name of work: *ENGAGEMENT OF EARTH MOVING MACHINERIES FOR LIFTING, LEVELLING AND STACKING OF GARBAGE DISPOSED AT KURUMBAPET DUMPING YARD, PUDUCHERRY*

TENDER CONDITIONS

A. ELIGIBILITY CRITERIA

1. The bidder must have taken up similar type of work in respect of handling of garbage in any local body/Department/Organization for a value of not less than Rs.30.00 lakhs per annum in the last year ending 31-12-2021. Proof of duly signed work order and completion certificate (both) is a mandatory document which shall have to be enclosed.

B. GENERAL CONDITIONS:

- (1) Bidder must satisfy the eligibility criteria stated above in this tender document.
- (2) The proposal must be kept valid for acceptance for 90 days from the last date of submission of proposals as stated in the Tender Notice. The Commissioner, Oulgaret Municipality will make his best effort to issue work order within the period.
- (3) Necessary statutory approvals required for execution for the project from Pondicherry Pollution Control Committee (PPCC) or from any other institution organization, if required, shall be the responsibility of the Oulgaret Municipality.
- (4) (a) Oulgaret Municipality will tip garbage at the side of the main and internal roads in a controlled manner and maximum possible better position for aiding the lifting levelling and stacking contractor as far as possible, the yard and thereupon it shall be the bound duty of the concessionaire to lift, level and stack the same in yard itself, without affecting ingress and egress of the upcoming vehicle movements by engaging appropriate earth moving machineries as per the instructions of the Engineer-in-Charge of the Yard. The vehicular movement inside the yard for tipping garbage shall be ensured by the concessionaire *a by providing required inert/debris arranged by themselves thus* making good the road fit for easy movement even during rainy seasons in consultation with the Engineer in-charge .
- (b) The concessionaire shall ensure the presence of machineries with operator 24 X 7 for toeing the incoming garbage disposing vehicles in case of any struck inside the yard. Also the concessionaire shall ensure uninterrupted ingress and egress to the garbage collection vehicle 24X7 to receive garbage at any point of time in the stipulated area earmarked as directed by the Engineer In-charge.
- (c) The lifting, levelling and stacking of garbage has to be restricted within the available space at North East corner of the yard (6 acres) or any other part of the yard area. Increase in altitude and maintaining stabilized allowable slope to avoid any sliding of garbage is the mandatory obligation of the concessionaire to be adhered during operation.

- (5) Oulgaret Municipality will provide a minimum land area of 50 Sq.m., with proper approach road towards construction of temporary structure for (a) Rest Room, (b) Tools & Plants, (c) Workshop & (d) Toilet for Operators and machineries involved in the work. The above infrastructure needs to be developed by the concessionaire themselves and the same has to be cleared by the concessionaire after completion of the tender period at his own cost.

6. PART – I - TECHNICAL QUALIFICATION BID must consist of:

(a) ORGANIZATIONAL DETAILS:

1. Brief information of the Contractors/Firms/Individuals/Co-operative Societies.
2. Name and address of the Contractors/Firms/Individuals/Co-operative Societies.
3. Name of Key personnel/Telephone Nos./Email I.D and existing man power details.
4. Present activities / business of the organization.
5. Type of organization (Proprietors/Partnership/Private Ltd.,/Public Ltd. And Co.,)
6. Date of incorporation.
7. Annual turnover with Audit statement for 3 years 2019-20, 2020-21, and 2021-22.
8. An undertaking to the effect that the bidder has not been black listed by any Government Department/Agency/Society. The undertaking shall be in stamp paper of Rs.20/- value and signed before a Notary public. Failure to submit the undertaking will lead to rejection of the bid.

(b) TECHNICAL CAPABILITY OF THE FIRM:

1. Details of dumping sites and land fill sites maintained earlier or being maintained and operating experience so far.
2. Description of proposed Technology for this project including details of proposed tools and plants to be engaged by the concessionaire.
3. Suggestion for addition to the specified "Scope of work to attend the objectives of the proposed assignment".
4. The bidder must have taken up similar type of work in respect of handling of garbage in any local body/Department/Organization for a value of not less than Rs.30.00 lakhs per annum in the last year ending 31-12-2021. Proof of digitally signed work order along with completion certificate is a mandatory document which shall have to be enclosed.

7. PART – II – FINANCIAL BID:

The quoting of rate for lifting, levelling and stacking garbage shall be done by considering the following:

- a) (i) Oulgaret Municipality will tip garbage at the side of the main and internal roads in a controlled manner and maximum possible better position for aiding the lifting leveling and stacking contractor as far as possible, the yard and thereupon it shall be the bound duty of the concessionaire to lift, level and stack the same in yard itself, without affecting ingress and egress of the upcoming vehicle movements by engaging appropriate earth moving machineries as per the instructions of the Engineer-in-Charge of the Yard. The vehicular movement inside the yard for tipping garbage shall be ensured by the concessionaire by providing required inert/ debris thus making good the road fit for easy movement even during rainy seasons in consultation with the Engineer in-charge.

- (ii) The concessionaire shall ensure the presence of machineries with operator 24 X 7 for toeing the incoming garbage disposing vehicles in case of any struck inside the yard. Also the concessionaire shall ensure uninterrupted ingress and egress to the garbage collection vehicle 24X7 to receive garbage at any point of time in the stipulated area earmarked as directed by the engineer In-charge.
- (ii) The lifting, leveling and stacking of garbage has to be restricted within the available space at North East corner of the yard (6 acres) or any other part of the yard area. Increase in altitude and maintaining stabilized allowable slope to avoid any sliding of garbage is the mandatory obligation of the concessionaire to be adhered during operation.
- (b) The proposal must be kept valid for acceptance for 90 days from the last date of submission of proposals stated above. The Commissioner, Oulgaret Municipality will make his best efforts to issue work order within this period.
- (c) The quantum of garbage to be handled may vary from **250 to 350 TPD**. The above quantity shall be only a guide line value and any variation in quantity exceeding or below the range stipulated above will not rest any responsibility on Commissioner, Oulgaret Municipality and does not entertain claim in any form by the concessionaire.
- (d) Maximum garbage clearing duration guarantee (Clearing duration shall be the duration taken from tipping time to stacking time of the garbage by the concessionaire). The maximum garbage clearing time should not exceed 1(one) hour in any case calculated from the time of tipping of garbage.
- (e) Power requirements (for workshop & General lightening etc.,) by the concessionaire charges to be collected from the concessionaire by this Municipality on Commercial tariff on lump sum basis of Rs.2,500/- month, which shall be recovered from the payment.
- (f) No compensation shall be given to the concessionaire in the event of any injury/loss of life/damage to equipment's to the men and requirements employed by the concessionaire due to any natural calamity, accidents, etc. The concessionaire is accordingly advised to avail appropriate insurance to tackle such eventualities. Further, the concessionaire shall identify the Oulgaret Municipality against any claim whatsoever in respect of any damage to machineries and equipment's deployed by him.
- (g) Payment has to be made based on the weight of garbage handled. 90% of the weight of the garbage disposed in the yard per day shall be considered for payment.
- (h) The intended bidder before quoting financial bid may visit the dumping yard during Office hours to assess the nature of work to be carried out.

Deliverables:

The incoming garbage has to be lifted, levelled and stacked over the existing legacy waste and also to facilitate the ingress and egress of the vehicle movements. The place of exact transit, leveling and stacking shall be finalized on day today basis as directed by the Engineer-in-charge of the yard. The rate includes engagement of appropriate Earth Moving Machineries, Vehicles, Manpower, Fuel, Operator charges, all applicable Taxes, Labour Laws, Insurance, Incidental charges along with providing/ leveling necessary materials required for making good the roads fit for ingress and egress of garbage collecting vehicles including lifting leveling & stacking of garbage and towing the struck vehicles 24X7 etc., complete in the yard.

Bidders can contact this Municipality for any clarification in the specification during Office hours. The rate shall be quoted per tonne for lifting, leveling and stacking the garbage in the yard.

Sl. No.	Particulars	Quantity	Rate Rs.
1.	Lifting, levelling, and stacking of incoming garbage in orderly manner in the dumping yard as directed by the Engineer-in-Charge. The rate includes engagement of appropriate Earth Moving Machineries, Vehicles, Manpower, Fuel, Operator charges, all applicable Taxes, Labour Laws, Insurance, Incidental charges along with providing/ leveling necessary materials required for making good the roads fit for ingress and egress of garbage collecting vehicles including lifting leveling & stacking of garbage and towing the struck vehicles 24X7 etc., complete in the yard (90% of the gross weight of the garbage disposed per day in the yard shall be considered for payment).	One Tonne	

NOTE: - The above cost should be inclusive of all Taxes & Duties applicable at the time as per the policy of the Government.

8 a. PAYMENT TERMS:

(a) Payment shall be made based on 90% of weight of garbage entering into the dumping yard obtained from the weigh bridge functioning under the control of this Municipality at Resource Recovery Park at Kurumbapet. In case of any repair to the weigh bridge at Resource Recovery Park at Kurumbapet, weight of garbage shall be made at any authorized place convenient for Oulgaret Municipality.

(b) Monthly quantum of garbage in tonnages shall be calculated and payment shall be made after obtaining Grant-In-Aid from Puducherry Urban Development Agency.

(c) Payment delay on the part of the Municipality should not be claimed by the concessionaire. The Performance Guarantee of the successful bidder at 5% of the value of the total cost of the quoted amount considering the average quantity of garbage as 350 Tonne per day for a period of one year shall be refunded only after the completion of work and after issue of completion certificate by the Commissioner, Oulgaret Municipality, Puducherry.

8.b. PENALTY CLAUSE

The maximum garbage clearing duration guarantee (Clearing duration shall be the duration taken from tipping time of garbage to stacking time of the garbage) has to be strictly followed by the concessionaire. The maximum garbage cleaning time should not exceed 1(ONE) hrs. in any case calculated from the time of tipping of garbage. In case of failure, a flat fine shall be imposed on the Concessionaire at Rs.25,000/- per day. The said amount shall be deducted from the concessionaire's payment in the same month. In the event of three such failures in one month shall lead to termination of the agreement. The Performance Guarantee and EMD shall be forfeited in case of such termination of agreement due to failure of the concessionaire to meet the garbage clearing duration. The decision of the Commissioner, Oulgaret Municipality shall be final and binding.

9. BIDDING through E – Tendering System - ONLINE SUBMISSION OF BIDS

9.1. The bidding under this contract shall be electronic bid submission through website <http://pudutenders.gov.in> Detailed guidelines for viewing bids and submission of online bids are given on the website. The invitation for Bids under this procurement shall be published on this website. Any citizen or prospective bidder can submit bids online; however, the bidder shall be required to have enrolment /registration in the website and should have valid digital Signature Certificate (DSC). The bidder should register in the website <http://pudutenders.gov.in> using the relevant option available. Then the Digital Signature Registration has to be done after logging into the site.

9.2. After getting the bid schedules, the Bidder should go through them carefully and then submit the documents as stipulated, failing which, the bid shall be rejected.

9.3 The completed bid comprising of documents indicated in Technical bid and financial bid digitally signed should be uploaded in the website given above through e-tendering along with scanned copies of requisite certificates / documents as are mentioned in different sections in the bidding document.

9.4 The bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to the Bid, and to contract execution if the bidder shall be awarded the contract.

10. Electronic Submission of Bids:

10.1. The bidder shall submit online two separate Folder. Part I, marked as Part I: Technical Qualification Bid and Part II; marked as Part II: Financial Bid.

10.2 The contents of the Technical Qualification and Financial bid shall be as specified in Technical bid and Financial bid. All the documents are required to be signed digitally by the bidder.

10.3 The cost of Tender Document of Rs.1,050/- and Earnest Money Deposit (EMD) of Rs.1,60,000/- are to be submitted through Online Mode in favour of the Commissioner, Oulgaret Municipality only and failure to provide EMD and cost of tender document as specified here shall lead to rejection of bid. Technical bids shall be opened and scrutinized at 4.00 P.M. on **05-09-2022** in the Chamber of the Commissioner, Oulgaret Municipality.

11. The bid documents shall be made available in www.py.gov.in website from **26-08-2022 to 05-09-2022** at 3.30 p.m. The bid document can be downloaded from <http://pudutenders.gov.in> at free of cost. The bids shall be opened in online on **05-09-2022** at 4.00 p.m. in the presence of bidders who choose to be present. The financial proposals of the qualified bids shall be opened as provided for in the Bid Document, after evaluation of the Technical proposals. The date for opening of financial bid shall be communicated to the qualified technical bidders in the tender portal.

12. The Commissioner, Oulgaret Municipality shall be the sole authority upon all matters relating to the meaning or interpretation and consequence of the Specification and conditions of this Tender Notice (or) contract to be executed.

13. If at any time during the continuance of this agreement of contractor shall in the opinion of the Commissioner, Oulgaret Municipality have delayed in doing any work ordered, by reasons of any lock-outs, Strikes, riots, mutinies, wars, fire, storms, natural calamity, tempest or other unexpected exceptional causes, the time may be extended by the Commissioner, Oulgaret Municipality as he may consider reasonable.

14. All expenses, damages and other due payable to the Commissioner, Oulgaret Municipality by the Contractor under any stipulations in this contract may be retained out of any due, then due of which may subsequently become due from the Commissioner, to the contractor under this or any other contract. In case such due, then due or to become due to the contractor by the Commissioner, shall be insufficient to pay such said expenses, damages and due it shall be lawful for the Commissioner of the Oulgaret Municipality to sell and dispose of any or all of the securities deposited by the Contractor. Out of such proceeds of such sale to reimburse and pay to Oulgaret Municipality all the said expenses, damages and money and in case such proceeds of sale of the said securities shall be insufficient, then it shall also be lawful for Oulgaret Municipality to recover the residue of the said expenses, damages and moneys, if necessary, by legal proceedings against the contractor (or) by appropriate proceeding under Revenue Recovery Act.

15. The contract shall not be assignable by the contractor.

16. In case the contractor shall fail or neglect or refuse to observe, perform, fulfill and keep all or any one or more or any part of any one or more of the covenants, stipulations and provisions herein contained it shall be lawful for the Commissioner of the OULGARET MUNICIPALITY without prejudice and in addition to all and every other of the remedies herein before contained on behalf of the Municipality /department on any such failure, neglect as refusal as aforesaid by writing under his hand to put an end to the agreement and on the expiry of seven days from the date of service of the said writing the agreement shall cease and be void except in respect of any prior action or omission.

17. The tenderer shall note that any claim, dispute or difference arising in respect of the contract, the cause of action shall be deemed to have arisen in Oulgaret Municipality and all legal proceedings in respect of any such claim, dispute shall be dealt accordingly.

18. The Oulgaret Municipal Council, Puducherry reserves the right to alter, cancel and add extra conditions, besides reserves the right to reject any/ all offers without assigning any reason thereof.

19. **Alteration in the Specification:** The specification issued with this form of tender must not be altered by the bidders.

20. **Incomplete Tenders:** Tender will not be considered if complete information is not given at the time of tendering or if the particulars and data (if any) called for not given within stipulated time.

21. **Cancellation of Tender/Contract/ in part or Full in case of Default in Contract / Supply:** If the contractor, in the opinion of the Commissioner, Oulgaret Municipality, Puducherry fails or neglects to comply with any of the term & conditions forming, part of the order issued, the Commissioner, Oulgaret Municipality, Puducherry shall without prejudice to any other right or remedies under the contract, has the right to cancel the contract / order by giving 15 days' notice in writing to the contractor/firms without being liable to pay any compensation for such cancellation. The Commissioner, Oulgaret Municipality reserves his right to black list the contractor if the contract is terminated due to default (or) unsatisfactory service (or) negligence (or) incompetence of the contract.
22. Revision of rates are not allowed after the tenders have been opened.
23. The Commissioner, Oulgaret Municipality is empowered to levy the fine for poor progress.
24. Consignment will not be insured at the cost of the Commissioner, Oulgaret Municipality, Puducherry.
25. Conditional tenders and / or incomplete tenders in any respect shall be rejected.
26. Service manuals, wherever available/required, should be provided along- with the Equipment's.
27. **Performance Security Deposit:** The successful tenderer shall furnish a Performance guarantee 5% of the value of the total cost of the quoted amount considering the average quantity of garbage as **350 TPD** for a period of one year from a nationalized bank to ensure the satisfactory performance. The performance guarantee in the form of Demand Draft / Bankers Cheque / Pay Order / FDR / bank guarantee shall be submitted as soon as the Contractors / Firms / Individuals / Co-operative Societies receives letter of acceptance issued by the Oulgaret Municipality. In case the performance of the work is not found satisfactory, the Performance guarantee shall be forfeited and credited in Oulgaret Municipal account.
28. **Default:** In the event of default and unsatisfactory service of the Contractors / Firms / Individuals / Co-operative Societies, the Oulgaret Municipality shall be at liberty to take up the work and claim shall be made from the concessionaire by deducting the from his payment.
29. The financial bids of only those bidders who had submitted qualified Technical bids after satisfying all eligibility criteria along with all required documents, shall be opened.
30. If any of the date earmarked for opening of technical or financial bids happens to be holiday, the bids shall be opened on the very next working day at the same time and venue.
31. The contractor shall utilize machineries like JCB, dozer, loaders etc., which are in good working condition and such machineries shall be fairly new one purchased within last three years. Copies of RC and FC, insurance etc., of the machineries, duly attested, shall be submitted to Oulgaret Municipality before execution of contract. If the machineries are not owned by the bidder, attested copy of the valid lease agreement shall also be furnished. If there is any break down in the machineries, the contractor is liable to engage any other replacement immediately at his own cost failing which Oulgaret Municipality shall engage such machinery and the cost involved shall be deducted from the payment due to the

contractor. Only working machineries shall be parked in the yard.

32. All the staff, workers, employees engaged by the Contractor shall be employees of the Contractor and that there shall be no contractual relationship between the Municipality and such employees of the Contractor. The Contractor shall ensure that his staff, workers, employees engaged by him are aware of this position.

33. The payment to the operators, drivers, cleaners, workers, mechanics, men or agents, employees and staff of Contractor shall be made by the Contractor from his own funds and the Municipality shall not be responsible for it.

34. The Contractor shall ensure that the operator of the machineries shall not be under the influence of alcohol or any other intoxicant while on duty.

35. The Contractor shall ensure that he or his men or agent or employees or servants or officials shall not behave in unbecoming manner or misbehave with the officials of the Municipality or any other person at any point of time.

36. The Contractor shall provide safety and welfare materials to the operators, cleaners or any persons employed in connection with the deployment and operation of the earthmoving equipment's as per the standard procedures prescribed by any relevant Act and Rules in force including EPF and ESI.

37. The concessionaire shall be responsible and liable to adhere with all the provisions of Acts and Rules in force for his employees and heavy machineries/vehicles engaged in the yard including but not limited to

- (1) Payment of Wages Act,1948
- (2) Workmen Compensation Act,1923
- (3) Payment of Gratuity Act,1936
- (4) Minimum Wages Act,1948
- (5) Equal Remuneration Act,1976
- (6) Employees Provident Fund Act,1952
- (7) Contract Labour (Abolition and Regulation) Act,1970
- (8) Employees State Insurance Act,1948

38. The Contractor shall insure his earthmoving equipment from all probable and possible and unforeseen accidents or incidents. The Contractor shall be responsible for every accident caused to any person or property either to his or any other men or property or equipment or to the men or employees or equipment or property of the Municipality, by the earthmoving equipment's and pay such compensation or damages as decided by any Court of law or Statutory Authorities and in such event of any such loss or damage to the Municipality, the Municipality shall have the right to recover the damages from the Contractor and the Municipality shall have lien on any amount pending payment to the Contractor. The Contractor shall be required to get such insurance coverage for such expenses.

39. All taxes, levies, cess, duties deductible from the bill of the Contractor at source shall be deducted from his bill/invoice by the Municipality.

40. The Municipality may deduct such penalties as computed as per the provisions of this agreement from the bill / invoice of the contract.

41. Any inquiries in this regard should be addressed only to the Commissioner, Oulgaret Municipality, Puducherry.

42. The Contractor shall not engage any person who have not completed the age of 18 years.

43. Important Dates:

a.	Tender I.D. No.	2022_DLA_10859_1
b.	Bid document available from http://pudutenders.gov.in	26-08-2022 @ 10.00 A.M Up to 3.30 P.M on 05-09-2022
c.	Last date and Time for downloading of Bid	05-09-2022 @ 3.30 p.m.
d.	Last date and Time for Online submission of Bid documents	05-09-2022 @ 3.30 p.m.
e.	Date & Time of opening Technical Bid	05-09-2022 @ 4.00 p.m.
f.	Date & Time of opening Financial Bid	Will be published in tender website after the evaluation of technical bids.
g.	Bid Validity	90 days
h.	Period of work	12 Months from the date of issue of work order.

**COMMISSIONER
OULGARET MUNICIPALITY
PUDUCHERRY - 5
e-mail: om.pon@nic.in**

Place : Puducherry, Date :

Annexure – I**CHECK LIST OF DOCUMENTS/DETAILS TO BE SUBMITTED WITH TECHNICAL BID IN ONLINE****(a) ORGANIZATIONAL DETAILS:**

1. Brief information of the Contractors / Firms / Individuals / Co-operative Societies.
2. Name and address of the Contractors / Firms / Individuals / Co-operative Societies.
3. Name of Key personal / Telephone Nos./Email I.D and existing manpower details.
4. Present activities / business of the organization.
5. Type of organization (Proprietors/Partnership/Private Ltd./Public Ltd. And Co.,
6. Date of incorporation.
7. Annual turnover with Audit statement for 3 years, 2019-20, 2020-21 and 2021-22.
8. An undertaking in stamp paper (of value of Rs.20/-) signed before a notary public that the bidder has not been black listed by any Government Department /Agency/Corporation/Local Body/Society, etc.

(b) TECHNICAL CAPABILITY OF THE FIRM

1. Details of dumping sites and land fill sites maintained earlier or being maintained and operating experience so far.
2. Description of proposed Technology for this project including details of proposed tools and plants to be engaged by the concessionaire.
3. Suggestion for addition to the specified “Scope of work to attend the objectives of the proposed assignment”.
4. The bidder must have taken up similar type of work in respect of handling of garbage in any local body/Department/Organization for a value of not less than Rs.30.00 lakhs per annum in the last year ending 31-12-2021. Proof of digitally signed work order along with completion certificate is a mandatory document which shall have to be enclosed.

Signature of the Authorized Person
Stamp of the firm

Annexure – II**PRICE BID DOCUMENT
(TO BE UPLOADED IN FINANCIAL BID)**

Name of work: Engagement of earth moving machineries for lifting, levelling and stacking of garbage disposed at Kurumbapet Dumping Yard, Puducherry.

Sl. No.	Description of work	Quantity	Rate in Rs. (in figures)	Rate in Rs. (in words)
1.	Lifting, levelling, and stacking of incoming garbage in orderly manner in the dumping yard as directed by the Engineer-in-Charge. The rate includes engagement of appropriate Earth Moving Machineries, Vehicles, Manpower, Fuel, Operator charges, all applicable Taxes, Labour Laws, Insurance, Incidental charges along with providing/ leveling necessary materials required for making good the roads fit for ingress and egress of garbage collecting vehicles including lifting leveling & stacking of garbage and towing the struck vehicles 24X7 etc., complete in the yard. (90% of the gross weight of the garbage disposed per day in the yard shall be considered for payment).	One Tonne		

Signature of tenderer with seal

Annexure – III

Model Agreement Form

Tender I.D. No.2022_DLA_10859_1

Tender Reference No.OM/e-tenders/631/2022-23

OULGARET MUNICIPALITY

PUDUCHERRY-5

Engagement of earth moving machineries for lifting, levelling and stacking of garbage disposed at Kurumbapet Dumping Yard, Puducherry by M/s. _____

AGREEMENT

Agreement made the _____ day of _____

_____ Two Thousand and _____

between M/s. _____

(Hereinafter referred to as the contractor) of the one part and Oulgaret Municipality (hereinafter called the Department) of the other part:

Whereas the contractor has agreed for lifting, levelling and stacking of garbage in Kurumbapet Dumping Yard, Puducherry as per specification and schedule attached hereto at the Prices and in the manner and upon the Terms and the conditions hereinafter mentioned and whereas the Contractor has deposited with the department the following securities: _____ to be forfeited in the event of his failure to faithfully perform any of the work covered in this contract;

Now these presents witness that for carrying the said agreement in this behalf into execution, the Contractor and the Municipality do hereby mutually covenant, declare, contract and agree each of them with the other of them in the following (that is to say):

The term "Contractor" shall include these present and the Tender Schedules and Specification hereto annexed and the Specification herein and hereinafter referred to:

The term "Contractor" shall mean the persons firm or company with whom the order for the work is placed and shall be deemed to include the Contractor's successors (if approved by the Municipality) representatives, heirs, executors and administrators unless excluded by the contract.

Signature of the Tenderer

1. (a) Oulgaret Municipality will tip garbage at the side of the main and internal roads in a controlled manner and maximum possible better position for aiding the lifting leveling and stacking contractor as far as possible, the yard and thereupon it shall be the bound duty of the concessionaire to lift, level and stack the same in yard itself, without affecting ingress and egress of the upcoming vehicle movements by engaging appropriate earth moving machineries as per the instructions of the Engineer-in-Charge of the Yard. The vehicular movement inside the yard for tipping garbage shall be ensured by the concessionaire by providing required inert/ debris thus making good the road fit for easy movement even during rainy seasons in consultation with the Engineer in-charge .

(b) The concessionaire shall ensure the presence of machineries with operator 24 X 7 for toeing the incoming garbage disposing vehicles in case of any struck inside the yard. Also the concessionaire shall ensure uninterrupted ingress and egress to the garbage collection vehicle 24X7 to receive garbage at any point of time in the stipulated area earmarked as directed by the engineer In-charge.

(c) The lifting, leveling and stacking of garbage has to be restricted within the available space at North East corner of the yard (6 acres) or any other part of the yard area. Increase in altitude and maintaining stabilized allowable slope to avoid any sliding of garbage is the mandatory obligation of the concessionaire to be adhered during operation.
2. The quantum of garbage to be handled may vary from **250 to 350 TPD**. The above quantity shall be only a guide line value and any variation in quantity exceeding or receding the range stipulated above will not hold any responsibility on Commissioner, Oulgaret Municipality and does not entertain claim in any form by the concessionaire.
3. Maximum garbage clearing duration guarantee (Clearing duration shall be the duration taken from tipping time to stacking time of the garbage by the concessionaire). The maximum garbage clearing time should not exceed 1(ONE) hrs. in any case calculated from the time of tipping of garbage.
4. Power requirements (for workshop & General lightening etc.,) by the concessionaire charges to be collected from the concessionaire by this Municipality on Commercial tariff.
5. No compensation shall be given for the effect of any natural calamities.
6. The Commissioner, Oulgaret Municipality shall be the sole authority, upon all matters relating to the meaning and consequence of the Specification and conditions of this contract.
7. If at any time during the continuance of this agreement of contractor shall in the opinion of the Commissioner, Oulgaret Municipality have been delayed in doing any supply ordered by reasons of any lock-outs, Strikes, riots, mutinies, wars, fire, storms, natural calamity, tempest or other unexpected exceptional causes the time may be extended by the Commissioner, Oulgaret Municipality as he may consider reasonable.

8. All expenses, damages and other due payable to the Commissioner, Oulgaret Municipality by the Contractor under any stipulations in this contract may be retained out of any due, then due of which may subsequently become due from the Commissioner, to the contractor under this or any other contract. In case such due, then due or to become due to the contractor by the Commissioner, shall be insufficient to pay such said expenses, damages and due it shall be lawful for the Commissioner of the Oulgaret Municipality to sell and dispose of any or all of the securities deposited by the Contractor. Out of such proceeds of such sale to reimburse and pay to Oulgaret Municipality all the said expenses, damages and money and in case such proceeds of sale of the said securities shall be insufficient, then it shall also be lawful for Oulgaret Municipality to recover the residue of the said expenses, damages and moneys, in necessary, by legal proceedings against the contractor.
9. The contract shall not be assignable by the contractor.
10. In case the contractor shall fail or neglect or refuse to observe, perform, fulfill and keep all or any one or more or any part of any one or more of the covenants, stipulations and provisions herein contained it shall be lawful for the Commissioner of the OULGARET MUNICIPALITY without prejudice and in addition to all and every other of the remedies herein before contained on behalf of the department on any such failure, neglect as refusal as aforesaid by writing under his hand to put an end to this agreement and on the expiry of seven days from the date of service of the said writing this agreement shall cease and be void except in respect of any prior action or omission.
11. The tenderer shall note that any claim, dispute or difference arising in respect of the contract the cause of action there shall be deemed to have arising in Oulgaret Municipality and all legal proceedings in respect of any such claim, dispute.
12. The Oulgaret Municipal Council, Puducherry reserves the right to alter, cancel and add extra conditions, besides reserves the right to reject any/ all offers without assigning any reason thereof.
13. **Alteration in the Specification:** The specification issued with this form of tender must not be altered by the bidders.
14. **Incomplete Tenders:** Tender will not be considered if complete information is not given at the time of tendering or if the particulars and data (if any) called for not given.
15. **Cancellation of Tender/Contract/ in part or Full in case of Default in Contract / Supply:** If the contractor, in the opinion of the Commissioner, Oulgaret Municipality, Puducherry fails or neglects to comply with any of the term & conditions forming, part of the order issued, the Commissioner, Oulgaret Municipality, Puducherry shall without prejudice to any other right or remedies under the contract, has the right to cancel the contract / order by giving 15 days notice in writing to the contractor/firms without being liable to pay any compensation for such cancellation.

16. The Commissioner is empowered to levy the fine for poor progress.
17. Consignment, if any, will not be insured at the cost of the Commissioner, Oulgaret Municipality, Puducherry.
18. Service manuals, wherever available/required, should be provided along- with the Equipment's.
19. **Performance Security Deposit:** The contractor shall furnish a bank guarantee 5% of the value of the total cost of the quoted amount considering the average quantity of garbage as **350 TPD** for a period of one year from a nationalized bank to ensure the satisfactory performance of item supplied. The performance guarantee in the form of Demand Draft/Bankers Cheque/Pay Order/FDR shall be submitted as soon as the Contractors / Firms / Individuals / Co-operative Societies receives letter of acceptance issued by the Oulgaret Municipality. In case the performance of the work is not found satisfactory, the amount of bank guarantee shall be forfeited and credited in Oulgaret Municipal account.
20. **Default:** In the event of default and unsatisfactory service of the Contractors / Firms / Individuals / Co-operative Societies, the Oulgaret Municipality shall be at liberty to take up the work temporary and claim shall be made from the concessionaire by detecting the from his payment.
21. All the staff, workers, employees engaged by the Contractor shall be employees of the Contractor and that there shall be no contractual relationship between the Municipality and such employees of the Contractor. The Contractor shall ensure that his staff, workers, employees engaged by him are aware of this position.
22. The payment to the operators, drivers, cleaners, workers, mechanics, men or agents, employees and staff of Contractor shall be made by the Contractor from his own funds and the Municipality shall not be responsible for it.
23. The Contractor shall ensure that the operator of the machineries shall not be under the influence of alcohol or any other intoxicant while on duty.
24. The Contractor shall ensure that he or his men or agent employees or servants or officials shall not behave in unbecoming manner or misbehave with the officials of the Municipality or any other person at any time.
25. The Contractor shall provide safety materials and welfare materials to the operators, cleaners or any persons employed in connection with the deployment and operation of the earth moving equipment's as per the standard procedures prescribed by any relevant Act and Rules in force including EPF and ESI.

26. The concessionaire shall be responsible and liable to adhere with all the provisions of Acts and Rules in force for the heavy machineries/vehicles engaged in the yard including but not limited to
- a. Payment of Wages Act,1948
 - b. Workmen Compensation Act,1923
 - c. Payment of Gratuity Act,1936
 - d. Minimum Wages Act,1948
 - e. Equal Remuneration Act,1976
 - f. Employees Provident Fund Act,1952
 - g. Contract Labour (Abolition and Regulation) Act,1970
 - h. Employees State Insurance Act,1948
27. The Contractor shall get insured his earthmoving equipment from all probable and possible and unforeseen accidents or incidents. The Contractor shall be responsible for every accident caused to any person or property either to his or any other men or property or equipment or to the men or employees or equipment or property of the Municipality, by the earthmoving equipment's and pay such compensation or damages as decided by any Court of law or statutory authorities and in such event of any such loss or damage to the Municipality, the Municipality shall have the right to recover the damages from the Contractor and the Municipality shall have lien on any amount pending payment to the Contractor. The Contractor shall be required to get such insurance coverage for such expenses.
28. All taxes, levies, cess, duties deductible from the bill of the Contractor at source shall be deducted from his bill/invoice by the Municipality.
29. The Municipality may deduct such penalties as computed as per the provisions of this agreement from the bill/invoice of the contract.
30. Any inquiries in this regard should be addressed only to the Commissioner, Oulgaret Municipality, Puducherry.
31. The Contractor shall not engage any person who have not completed the age of 18 years.
32. Any inquiries in this regard should be addressed only to the Commissioner, Oulgaret Municipality, Puducherry.
33. The Contractor shall not engage any person who have not completed the age of 18 years.

34. The jurisdiction of Court shall be at Puducherry.

In witness where of the
contractor And

Acting for and on behalf of the Oulgaret Municipal Council and under the directions
of the Local Administration Department, Government of Puducherry have set their
hands the day and the year first above written.

**Signed by the said Contractor in the
presence of Executive Engineer,
Oulgaret Municipality**

**Signature of the Contractor
with company seal**

Assistant Engineer

Executive Engineer

**The common seal of the Oulgaret
Municipality was hereunto duly affixed
in the presence of**

**It witness where of I hereunto
affix my signature**

**Commissioner
Oulgaret Municipality**