Adopting Integrated Urban Water Management in Indian Cities
Tender for Door to Door Collection and Transportation of Municipal Solid Waste as Per MSW Rules 2016 in 2 Wards (Ward No: 17 & 28) of Kishangarh Municipal Council (KMC), Ajmer district, Rajasthan

1. **NAME OF WORK:** Door to door collection, segregation and transportation of Municipal Solid Waste (MSW) from Ward No: 17 and 28 to the designated secondary points/MSWM facility (compost plant) of Kishangarh Municipal Council under European Commission funded project on Adopting Integrated Urban Water Management in Indian cities

2. **PROJECT BACKGROUND:** Kishangarh City in Rajasthan is spread over an area of about 45.79 Sq. Km. with a population of about 1,54,886 (as per census 2011). The city is divided into 45 wards. Municipal street sweeping contract has been awarded for 30 of these wards. Door to door waste collection contract was awarded one year earlier (without user fee collection) but was later converted to street sweeping contract. The aforementioned project of door to door collection, transportation and decentralized waste treatment is proposed to be carried out for Ward 17 & 28 of Kishangarh city (not covered under Municipal street sweeping Contract). Municipal sweepers are currently undertaking street sweeping, drain cleaning and collection from secondary disposal points in these areas. Open dumping or disposal of waste at secondary collection points is being practiced in these wards at present. No user charges for waste collection are being collected anywhere in the city at present.

Kishangarh Municipal Council or KMC is keen on improving the quality of service delivery of Municipal Solid Waste (MSW) Management activities in the two wards on a pilot basis and wishes to seek private sector participation for collection and transportation of MSW. Depending upon the success and responses from the community, the initiative might be scaled from the two pilot wards to the entire city. The KMC invites bids for daily door to door collection and transportation of MSW from all houses, institutions, offices and commercial establishments (like shops, dhabas etc.) in the “service area”, i.e., Ward 17 & 28 as per the new Municipal Solid Waste (Management and Handling) Rules, 2016.

The private operator “Contractor” shall be responsible for the entire process of primary collection, transportation and unloading of collected MSW to the designated place (either secondary point/compost facility) in the concerned zone. The Contractor has to submit a comprehensive plan which will include door to door collection and segregation of waste in each ward with the stipulated time required to collect, transport and unload waste within a certain time slot to the designated spot/facility, as instructed by KMC and ICLEI South Asia.

ICLEI South Asia would be providing separate waste bins at household level for segregation. The contractor would be required to collect the waste as biodegradable or wet waste and non-biodegradable or dry waste and edible items for cows (in accordance with the religious sentiments of the community) separately. During the initial period, the usable portion of biodegradable waste would be given to the Gaushala (cow shelter), recyclables should be sold by the contractor and the remaining biodegradable and non-biodegradable waste should be deposited at the designated spot (for collection by Municipal vehicle to dumping yard) within the designated time slot, as instructed by KMC and ICLEI South Asia. KMC and ICLEI South Asia intend to establish a compost facility (as part of a separate contract) within or near the project wards. After establishment of this facility, the contractor shall deposit biodegradable waste at the compost facility, sell recyclable waste and deposit non-biodegradable waste at the designated spot for collection by Municipal vehicle. Edible items for cows shall continue to be provided to the Gaushala. The compost generated from the composting facility is intended to be sold to farmers from neighbouring villages and the earnings from these would be used for O&M of compost facility.

It is estimated that there are almost 800 households and 100 shops in the two wards together generating approximately 1.09 Tonnes Per Day (TPD) of MSW that needs to be collected, transported and processed. The contractor shall enter into a tripartite agreement with KMC and ICLEI South Asia.

3. **SCOPE OF WORK:** The Brief Scope of Work shall be as follows -

3.1 Primary Collection and Transportation:
3.1.1. Primary Collection: Daily door to door collection and transportation of segregated MSW for each & every household, institutional and commercial establishment, utilities and hotels/restaurants using methods in accordance with MSW Rules 2016; in ward 17 and 28; and as directed by KMC and ICLEI South Asia would have to be undertaken by the contractor. ICLEI South Asia would provide bins at the household level to facilitate segregation of waste as wet and dry waste.

3.1.2. Collection and transportation of segregated waste from fruit and vegetable markets is to be undertaken by the contractor.

3.1.3. Transportation of the segregated solid waste to the designated spots, i.e., items suitable for animal feed to Gaushala, sale of recyclables and remaining wet and dry waste at the designated spots (as instructed by KMC and ICLEI South Asia) for collection by Municipal vehicle. Subsequent to commissioning of compost facility, all wet waste (other than that given as feed for Gaushala) shall be taken to the compost facility, recyclable waste shall continue to be sold for further recycling and dry waste shall be deposited at designated spot (as instructed by KMC and ICLEI South Asia) for collection by Municipal vehicle.

3.1.4. Ensuring that the vehicles are covered during waste transportation. Additional water proof covering would be required during monsoons or in case of other storm events to prevent mixing of water with waste.

3.1.5. Segregation at source will have to be ensured by contractor. Every collection vehicle shall be compartmentalized into at least two divisions to collect dry and wet waste separately. The contractor shall be responsible to ensure that mixing of dry and wet waste does not take place till the waste is deposited at the designated areas/spots/facilities.

3.1.6. The contractor should make sure that the biodegradable items being provided for the Gaushala are of good quality and under no condition lead to any harm to the health or wellbeing of the animals in the Gaushala. It is advised that the Contractor should provide a separate box in the waste collection vehicle to collect items that can be used as animal feed, in accordance with the religious sentiments of the residents. In case of any such instances of impacts on animals after eating these items, the complete liability of the instance and the related costs and risks for the mitigation actions shall be with the contractor.

3.1.7. Weigh all waste at weighing bridge/platform scales placed at the decentralized compost plant/designated spot and unloading the vehicles at the specific spots as directed by the KMC and ICLEI South Asia.

3.1.8. Furnish daily, weekly and monthly report of waste collected in each trip as per format specified by KMC along with ICLEI SA.

3.1.9. Actively participate and cooperate in public awareness campaigns organized by KMC and ICLEI SA.

3.1.10. Comply with all statutory norms.

3.1.11. The contract would be a tripartite agreement between KMC, Contractor and ICLEI South Asia and would be valid for a period of 12 months, with provision for intermediate review of the contract at the end of 6 months. The contract shall have provision for renewal of contract at the end of 12 months, subject to approval from KMC and ICLEI South Asia.

3.1.12. The contractor, in consultation with KMC and ICLEI South Asia, shall ensure that the time slot for collection of waste from households is such that it precedes the time for Municipal sweeping along the route.

3.1.13. Waste collection at household level should be able to reduce the number and/or frequency of trips required by Municipal vehicle to the selected wards over the contract duration.

3.1.14. All equipment and vehicles required for primary collection and transportation of waste are to be arranged by the contractor. KMC will not provide any equipment, vehicles or manpower for this contract, unless agreed in writing between KMC, ICLEI South Asia and the contractor.

3.1.15. It shall be the responsibility of contractor to operate and maintain all the equipment, vehicles and manpower required for primary collection and transportation of MSW.
3.1.15 The rates that can be charged to the establishments in the wards shall be finalized in consultation with KMC, ICLEI South Asia and the residents but an estimated range of Rs. 20 to 50 for residential establishments and Rs. 40 to 75 for commercial establishments can be considered by the Contractor (as indicated in the Financial model in Annex 2). The rates charged or considered by the contractor cannot exceed these indicative rates, unless given by KMC in writing.

3.2 Collection of Monthly Fee:

3.2.1 The Contractor can collect approved user charges on behalf of KMC from residential and commercial establishments (including hotels, shops, restaurants) for providing service of daily door-to-door collection and transportation of MSW.

3.2.2 The Contractor can collect approved user charges on behalf of KMC from utilities and institutions for providing service of daily door step collection and transportation of MSW.

3.2.3 The user charges will be decided by KMC and the list of rates will be provided to the Contractor. In case of discrepancy or disputes the Commissioner of KMC or person appointed by Commissioner or committee formed for the said purpose, shall hear both the parties to decide the matter and their decision shall be acceptable to the contractor.

3.2.4 The Contractor should issue receipts against the collection of user charges in order to maintain transparency. Duplicates of all receipts should be submitted to KMC every month along with details of households who have paid as well as defaulters.

3.2.5 The Contractor can charge rates lower than those approved by KMC but under no circumstances, can the contractor charge rates that are higher than those approved by KMC. In case the contractor is found charging amounts exceeding those approved by KMC, KMC reserves the right to immediately terminate the contract without warning to the contractor. In such cases, KMC would be required to produce evidence for the claim and reason for dismissal in writing.

3.3 The scope will not include:

3.3.1 Sweeping of main and internal roads, open and parks, markets etc.
3.3.2 Collection and transportation of bio medical waste and industrial hazardous waste.
3.3.3 Waste collection from secondary dumping points

4. ELIGIBILITY CRITERIA

This invitation to bid is open to all Contractors who satisfy the technical and financial qualification criterion as per the tender document. The contractor should meet the following eligibility criterion to participate in the tender:

4.1 Technical Eligibility:
The Contractor should have the following experience in the MSW sector in India (minimum 3 of these conditions should be met):

1. Should have operational experience of at least 12 (Twelve) consecutive months of door to door collection and transportation of MSW. Minimum 1 contract covering a total population aggregating to 1000 in the last five years
2. Work order showing experience in MSW collection supported with certificate from ULB / Mayor / Commissioner of the local body confirming 1 year successful operation by the contractor OR Should have a certificate showing at least one year experience from any Municipality for street sweeping/sanitation in the city/wards.
3. Possess Tricycles 5 nos/ auto tipper or at least one Loading Auto which may be engaged for waste collection. The vehicle may either be owned directly or available on lease/rent to the contractor.
4. Should be able to provide at least 2 staff for the entire duration of waste collection trips
5. A plan shall have to be submitted with the details of how the Contractor proposes to collect waste in each ward and how he/she intends to transfer such waste to the dumping yard/ waste processing facility/designated spot. The plan should also include details of man power proposed to be deployed for the work operation. Any bid without this document shall be rejected and financial bid will not be opened
6. Local contractor(s) with experience in Kishangarh/Ajmer region would be preferred.

4.2 Financial Eligibility: The contractor shall satisfy at least two of the following:

- Net worth of lead member: Minimum INR 5 Lakhs
- Net cash accruals: Minimum INR 5 Lakhs
- Solvency certificate for liquid/other assets
- Liquid assets and or availability of credit facilities of not less than INR 1.5 lakhs in the form of Credit lines/ Letters of credit/bank deposits statement/ certificates from Nationalized banks
- Registration with the Labor Department would be preferred

The Contractor should provide information regarding the above based on audited annual accounts for the respective financial year.

Notes:
1. The number of existing MSW collection / transportation operations managed by the Contractor with or without consortium members, if applicable and/or their Partners in line with a contract or permit or concession agreement entered into by the Contractor or its partner with any Civic body/ Urban Local Body/ Government agencies or Departments/ Resident Welfare Associations should also be provided.
2. Contractors are encouraged to visit the city and the selected wards before submitting the proposal.

4.3 List of supporting documents:
- As evidence of experience, Contractor(s) shall submit notarised copies of Certificates or Agreement or Permits or Licenses from the concerned authorised official from Urban Local Body/ Government department or agencies /Statutory or Governing agencies/ Pollution Control Boards in India or abroad
- Financial documents should be certified by a Certified Public Accountant / practising Chartered Accountant registered in India
- The certificates/ credentials should be in the name of the Contractor with details of Project, capacity, contract period and exact scope of work
- All the experience and such other credentials of the Contractor/s shall be duly notarised by a Notary under The Notaries Act, 1952 (53 of 1952).
- Documents for financial credibility in accordance with section 4.2
- List of staff and equipment owned by/available to the Contractor with previous rent receipts/salary slips for staff /proof of purchase of equipment

5. **EARNEST MONEY DEPOSIT (EMD)**

5.1 The successful Contractor shall deposit and keep deposited with the KMC/ICLEI SA a sum of INR 12000 as mentioned in NIT as Earnest Money Deposit (EMD).

5.2 The Earnest Money Deposit (EMD) shall be in the form of a Demand Draft from a nationalized/ scheduled bank in favour of the KMC payable at Kishangarh, Rajasthan.

5.3 EMD should be valid for a period of 6 months and would be returned to the contractor at the end of this duration.

6. **FINANCIAL OFFER**

6.1 Financial proposal shall be based on the financial model as per Annexure 2 provided in the Tender. The financial model can be revised in consultation with the selected contractor and based on consent of KMC, ICLEI South Asia and contractor at the time of signing the contract.

6.2 The Contractors are expected to work out their own rates, considering different aspects of scope of work. This includes all requirements under the Contractor’s responsibilities for performing different tasks for MSW and, those required by the bidding documents, the acquisition of all permits, approvals and licenses, etc, operation, maintenance and training services and such other items and services as per the scope of work specified in the bidding documents, all in accordance with the conditions of the Contract.

6.3 All duties, taxes and other levies payable by the Contractor under the Contract shall be included in the rates quoted by the bidder.

6.4 The annual escalation shall be at 8% which shall be applicable only in case of renewal/extension of contract beyond the first 12 months.

6.5 The financial model would be tested for an initial period of 6 months and can be revised at the end of this period based on learnings and current situation. The total duration for the financial model and contract would be 12 months

6.6 In case of extreme mismatch between collection and expenses or unexpected failure of financial model for reasons that are not due to the lack of competence or lack of effort on behalf of the contractor and/or cannot be identified as the contractor’s fault, the contractor will, in consultation with KMC and ICLEI South Asia submit an alternative financial model in writing for approval by KMC. In no case shall the segregation,
collection and transfer of waste be impacted by performance of financial model for the first 6 months of the contract.

7 **DETAILED SCOPE OF WORK:**

7.1 **Primary Collection of MSW:**

7.1.1 It is the responsibility of the Contractor to collect, segregate and transport municipal solid waste from each and every household, commercial establishments including vegetable markets, hotels, restaurants; and utilities on daily basis.

7.1.2 The Contractor is required to make arrangement for collection and transportation of biodegradable solid waste from residential and commercial establishments etc. Contractor shall also collect garbage from fish market, meat market, theatres, auditorium, mall, shopping centers, hotel, restaurant, religious places, gardens, bus stand, S.T stand, party plot, schools, college, club, marriage hall, government office, educational organization, etc. which are located in these wards.

7.1.3 The Contractor is required to maintain the segregated status of the solid waste at the time of collection and until the point of deposit at the processing plant, as per MSW Rule 2016. Any mixing of waste at the source shall be intimated to the KMC and waiver obtained for the collection and transport of such waste.

7.1.4 The services of door to door collection and transportation of MSW shall be carried out for at least 6 days of the week, preferably 7 days a week.

7.1.5 Construction debris, mud, soils and stones shall be treated as non-conforming waste and shall not be accepted. The same shall be rejected at source. Penalty shall be levied for all such non-conforming waste, if brought at the compost facility. The rate of penalty shall be as given in Annexure 1. The contractor shall bring to the notice of the KMC and ICLEI; and provide evidence (photo) and accept such waste if permitted by KMC and ICLEI. In the event of permission from KMC, penalty shall be waived off only for those specific loads.

7.1.6 Contractor, in partnership with KMC and ICLEI South Asia, will provide and maintain bins at locations near vegetable markets, etc. Provision for collection of food waste from households to be given to Gaushala should also be included in the collection vehicles.

7.1.7 The Contractor would be required to educate/sensitize households and other establishments that are not practicing segregation after initiation of door to door collection to encourage them to segregate waste. In cases where even after repeated attempts by the contractor, the household(s)/establishment(s) fail to segregate the waste, such cases should be brought to the notice of KMC and ICLEI South Asia within a week of second noncompliance. For such defaulters, KMC would reserve the right to penalize the owner(s) of the establishment(s) in accordance with the rules and regulations of KMC. The penalty can be in cash or kind.

7.2 **Collection Vehicles and Infrastructure**

7.2.1 KMC/ICLEI South Asia shall provide sufficient nos. of containers in the slum areas/narrow lanes/chawls where accessibility through vehicles is not possible (narrow road) to collect household garbage. The contractor would be required to collect waste from bins provided for such areas in a segregated manner. Collection from such areas can be undertaken by street sweeping by KMC vehicle, if agreed to by KMC and ICLEI South Asia.

7.2.2 The Contractor should display 2 contact details on the collection vehicle(s): (a) Contact details of the Contractor (b) Contact details of Municipal Sanitary Inspector/Jamadar or any other focal personal for the ward as appointed by KMC.

7.2.3 Apartment buildings: The Contractor should provide two large PVC containers at the entrance of apartment buildings showing details like Name of Contractor, Name of Zone, Name of Ward etc. of appropriate size of 50/60/100/120 liters at least /once in a year to the society / Apartment. The contractor should regularly collected segregated waste from these bins. The Cost of PVC container to be borne/provided by KMC/ICLEI SA.

The PVC containers of adequate capacity shall be placed as and where required. Contractor shall place such containers in consultation with the chairman / councilors/secretary of Society along with KMC and
ICLEI SA in order to collect waste from such areas. Individual household bins for segregation would be provided in such areas at household level by ICLEI South Asia.

If there are new apartments / societies constructed within the project area during the contract period, they shall also be incorporated within the route map.

7.2.4 In any case drivers shall not be less than the numbers of vehicles deployed.

7.2.5 All complaints should be addressed within 6 hours; in certain cases a maximum of 24 hrs can also be permitted after consent from KMC and ICLEI South Asia. The Contractor would be required to maintain a register with log and redressal details of each complaint in the format given by ICLEI South Asia.

7.2.6 The Contractor shall undertake waste collection once a day but in case of any complaints, waste collection twice a day might also be required.

7.2.7 Residential door to door waste collection and that from all other establishments in the 2 project wards shall be completed within morning to noon hours, as specified by KMC and ICLEI South Asia.

7.2.8 In case of commercial establishments or utilities whose timings don’t overlap with the waste collection timings, the contractor/ICLEI South Asia/KMC would provide 2 separate dustbins for waste segregation and instruct the establishment owner(s) to place these dustbins at the nearest designated spot identified by Contractor in consultation with KMC and ICLEI South Asia at the time of closing the establishment in the evening/night.

8. Specifications for the contract

8.1 Specifications for Vehicles

8.1.1 The Contractor shall provide closed body type/coverable three/four wheeler vehicle with suitable capacity and quality. The Contractor shall use newly purchased/retrofitted/newly painted vehicles only. The vehicle shall meet all applicable Central Motor Vehicles Rules (CMVR) of India/ Govt. safety norms, Emissions & other norms applicable as per the date of manufacture.

8.1.2 All vehicles shall be registered in Regional Transport office, Kishangarh, shall be fully insured, PUC cleared and shall strictly follow all the rules and regulation of RTO Kishangarh. Yearly RTO passing must be done by agency at scheduled time, failure to do so shall invite action.

8.1.3 The contractor should either paint the user charges approved by KMC for establishments by category on the vehicle or at all times carry a rate card for all approved rates with sign of Commissioner and KMC stamp.

8.1.4 Ideally the Contractor shall have to maintain an additional 10% inventory of vehicles with a minimum of 1 backup vehicle of similar or other make. For the calculation of 10 % spare vehicles, in case of decimal, higher side numbers shall be taken for spare.

8.1.5 The Contractor shall ensure that the transportation of MSW takes place only in closed/covered vehicles to prevent littering/spilling.

8.1.6 The closed/covered vehicles shall be painted green in colour where the shade of the colour shall be approved by KMC/ICLEI SA. Repainting of waste collection vehicle shall be undertaken every six months in the same colour.

8.1.7 All vehicles shall be painted/provided with stickers mentioning the name of zone, ward numbers covered, name of contractor, contact no. in case of complaints, IEC messages for the citizens and AdoptIUWM project details (with EU logo) and any other information as instructed by KMC or ICLEI South Asia from time to time. The contractor shall provide a board showing that the vehicle is on Municipal duty (conservancy work) and the name of the zone/board should be exhibited on the front side of the vehicle at a conspicuous location so long as the vehicle is on Municipal duty.

8.1.8 The Contractor is required to maintain all the vehicles in full serviceable condition during the period of contract entirely at his/her own cost including the cost of fuel, spare accessories, lubricants, punctures, air, hydraulic oils etc. Contractors shall either establish workshop or have working arrangements with service station(s) and keep vehicle in working condition and shall also keep vehicle clean and shall spray insecticides at regular intervals.
8.2  **Routing of Vehicles**

8.2.1  The Contractor shall strictly follow route chart and authorized stop points as directed by KMC and ICLEI South Asia. The maximum distance between stop is 50m or 30 dwelling units/plots whichever is lesser. The vehicles should mandatorily stop at each bulk generator as identified by KMC and ICLEI South Asia. The contractor is required to cover the entire route every day.

8.2.2  The Contractor is required to operate the above mentioned vehicles on particular routes and within particular timings as per consultation with KMC and ICLEI South Asia.

8.2.3  The Contractor shall prepare within a week of award of contract, a route chart for auto tipper/tricycles/loading auto and identify stoppages in each ward for effective daily coverage of collection of MSW. The same shall be communicated to the Ward residents after approval from KMC and ICLEI South Asia.

8.2.4  In case, the Contractor is unable to service certain area(s) or certain kind of waste, KMC in consultation with ICLEI South Asia, reserves the right to get such waste collected and transported by engaging another agency(ies) at the Contractors cost and risk. Any such cost including incidental costs shall be borne by the Contractor and shall be recovered from monies payable to him.

8.3  **Human resources**

8.3.1  The Contractor shall provide well-trained, disciplined, honest and sincere workforce in sufficient numbers (at least 2), which shall be maintained throughout the contract period. The contractor shall make a site visit and is advised to satisfy himself regarding the requirements of work before submitting the proposal. No additional payments will be made if contractor needs to increase the workforce, vehicles, equipment, cleaning material at a later stage after singing of the contract to meet the requirements of the work.

8.3.2  To avoid mishap or accident during the contract period, the Contractor shall ensure that only skilled staff/drivers with sufficient experience in their respective trade are deployed for the job.

8.3.3  The Contractor shall comply with all the provisions of the laws regarding deployment of labor under the contract. It shall be the liability and responsibility of the Contractor to implement the provisions of the Act, the abolition of Contract Labor Act, The Minimum Wages Act and the Workers’ Compensation Act etc.

8.3.4  The Staff / drivers deputed by the Contractors during the course of contract must behave decently, especially with the residents of the selected wards, KMC officials and ICLEI South Asia officials. The Contractor shall have to withdraw such person(s), who is found to be undisciplined, misbehaving, under the influence of any intoxicant or whose services are considered detrimental to the KMC’s interest, failing which KMC may serve a Notice to the Contractor. Failure to replace the personnel after issuance of notice by KMC/ICLEI South Asia in writing can lead to termination of the Contract. It will not be binding on the part of KMC to justify the reasons to the Contractor for advising such withdrawal of staff.

8.3.5  The Driver must be always be in possession of a valid professional driving license and the driving license should be at least two years old.

8.3.6  The Contractor shall ensure that the supervisors and cleaners are all mentally stable, and are able to communicate properly. They should not pose any hazard to the general public.

8.3.7  All staff employed by the contractor should be able to communicate in Hindi. Ability to communicate in English would be an added advantage.

8.3.8  The Contractor may, at his own cost and responsibility, consider ‘increasing his workforce, equipment, vehicles and materials in order to meet the requirements of the work.

8.3.9  KMC reserves the right to ask for the replacement of the personnel not found fit enough or for the want of discipline, honesty, sincerity or quality. The same shall have to be replaced by the Contractor without any extra cost to KMC.

8.3.10 The Contractor shall take full responsibility to provide the following benefits to his deployed staff:

- Timely payment of wages to workers
- Medical check-up of each staff engaged with management and handling of MSW
- Ensuring that the deployed staff are in prescribed uniform and identity card (ID) with photo during working hours.
Adequate safety gear (gloves, boots/shoes, wellies, jacket) are worn by the staff/workers at all times during the MSW collection and transportation.

8.3.11 The Contractor, in performing the obligations under the contract, shall use no harmful chemicals or reagents. If at all the same are to be used sparingly, prior approval from KMC or ICLEI South Asia in writing is necessary, without which the loss arising out of the same shall be debited to the Contractor. KMC and their authorized representative reserves the right to impose financial penalty, during the routine inspection carried out by KMC or ICLEI South Asia staff. The decision on amount of penalty within the above limit is sole discretion of the Commissioner KMC and shall be binding on the Contractor.

8.3.12 The Contractor shall maintain a First Aid Kit in each vehicle and other necessary medicines including bandages, antiseptic creams/liquid, burn cream/powder as required to attend to any emergency situations.

8.3.13 All necessary insurances for the said work and workforce are to be made effective by the contractor. Insurance for Third Party Liability, workman compensation arising out of Contractor's equipment, cleaning agents or workforce should also be taken by the Contractor from the first day of operation. KMC or ICLEI South Asia shall not be responsible for any losses occurring to the Contractor on this account.

8.3.14 Safety of all staff assigned by the Contractor in Kishangarh shall be ensured by the Contractor and adequate safety equipment like gloves, hard hat, jacket should be provided to all staff on field with the support from KMC and ICLEI SA.

8.3.15 In case of any accidents that might arise during the course of the work involving any staff or equipment, the liability for the same would be with the Contractor. KMC or ICLEI South Asia would not be liable for any such damages or losses. Hence, it is advisable that the Contractor should get insurance for equipment and staff on work.

8.3.16 The contractor cannot subcontract the full or any part thereof of the contract, without prior permission of KMC and ICLEI South Asia in writing.

8.3.17 Contractor shall take due precautions to ensure that no inconvenience or damage to any public/private property/person/others is caused during the course of the contract. In case of any such incident, the complete liability for the incident and any impacts arising thereof, would be with the contractor. KMC and ICLEI South Asia shall have no liability for the same.

8.4 Working Hours

8.4.1 The Contractor shall ensure collection and transportation of MSW in project wards (ward 17 and 28) at scheduled time as discussed with the residents and approved by the KMC and ICLEI SA.

8.4.2 The Contractor shall ensure that his personnel report to work every day at designated time and schedule.

8.4.3 The Contractor shall make provision for presence of requisite manpower during national holidays and festivals so that the work is not affected at any site in the selected wards of Kishangarh city.

8.4.4 For working on holidays, National holidays and festivals, KMC or ICLEI South Asia will make no separate payments.

8.4.5 The Contractor shall not be paid for any overtime charges for working at late hours so as to complete the scope of work already defined in the contract and maintain cleanliness at various locations.

8.4.6 The Contractor, through his supervisor shall daily inform the designated Municipal Official and ICLEI South Asia team member about the number of workforce who have reported to work and details of waste collected and deposited at the composting site/designated spot in accordance with the format provided by KMC and ICLEI South Asia.

8.4.7 If during implementation, the Contractor and ICLEI South Asia deem it necessary to undertake any task or implement any works that were not envisaged at the time of contract signing but are crucial for successful implementation of the Contract and it has been verified that the Contractor did not intentionally hide such a requirement or the task is not arising due to incompetence or inexperience of the contractor, then in such cases, an amendment to the Contract would be required for the project as an annexure. The costing for this additional task shall be as per the item wise costs quoted by the Contractor at the time of bidding and the total amount of such variation cannot exceed 20% of the total Contract value.

8.5 Reporting, Monitoring and Evaluation

8.5.1 KMC and ICLEI South Asia reserve the right to carry out inspection, as and when required of the project wards (ward 17 and 28), without intimating the Contractor. Any short coming found during inspection shall have to be attended immediately by the Contractor or his workers. However, continuous short
comings shall lead to the penalties for the Contractor. The penalties imposed on the Contractor, shall be recovered from the monthly bill. KMC and ICLEI South Asia reserve the right to treat continuous shortcomings as “Deficiency of Service” and terminate the Contract with immediate effect.

8.5.2 The Contractor is required to ensure that all materials and equipment used for project work are of standard quality.

8.5.3 KMC along with ICLEI South Asia has the right to charge the contractor for any damage caused to KMC assets and the same shall be recovered from the Contractor with immediate effect. Contractor has to keep enough spare/stand by units for breakdown. At the time of breakdown of running vehicles, Contractor has to supply/provide standby unit.

8.5.4 It is unlawful for the Contractor to dump or dispose of solid waste, garbage, or recyclables upon any street, alley or other publicly owned property unless explicitly authorized by the KMC for special collection programs.

8.5.5 The Contractor has to submit daily/weekly/monthly report of their work to the respective KMC department and ICLEI SA.

8.5.6 The Contractor shall carry out all reporting to the concerned officials as required by KMC and ICLEI South Asia.

8.5.7 All reports must be submitted in standard format as provided by the KMC and ICLEI SA.

8.5.8 Contractor shall, at the end of each week, submit a note to ICLEI South Asia and KMC on key issues faced in the week during MSW collection and house numbers of defaulter for whom IEC activities need to be taken up for segregation.

8.5.9 The contractor should, at the end of each month, submit a list of households not paying for the waste collection service. These households shall be contacted by KMC and/or ICLEI South Asia along with the contractor to initiate payments through IEC activities and one month time would be given to these households/establishments to initiate payments. Repeated defaulter can be penalized by KMC in accordance with the rules and regulations of KMC.

8.5.10 It is the responsibility of the Contractor to promptly attend complaints, grievances, and emergency situations. The complaints should be attended to, within a response time of 6 hours and satisfaction report/consent on action taken should be obtained from the complainant (in format given by KMC and ICLEI South Asia). Non satisfactory or delayed resolution of such complaint shall attract penalty as per Annexure 1.

8.5.11 The contractor shall make efforts to provide alarm system (whistle / ring bell) on each vehicle as defined in the MSW Rules, 2016 during primary collection of garbage. During collection, the contractor shall ring the bell at
the pre notified time at a volume that is audible to the residents to notify them of the arrival of the collection vehicle. The volume of this bell should not be high so as to lead to complaints from residents.

8.6.6 Participation in stakeholder workshops conducted under the project

8.7 Operational Control Room & Communication

8.7.1 A two way wireless communication (like walkie talkie/mobile phone) shall be provided by the Contractor to the supervisor as well as for driver.

8.7.2 A “Whatsapp” group should be created with the Commissioner/ Health/ SWM official; the elected representative, the contractors’ representative and ICLEI South Asia. An email address for complaints should be created and communicated to all the users.

8.7.3 The complaint received upto 2.00 PM shall be redressed on the same day and complaints received after 2.00 PM shall be redressed by 12.00 PM on the next day. If the complaints are not redressed as per the time schedule given above, a penalty as per rates specified in Annexure 1 shall be imposed on the Contractor.

9. General terms and conditions

9.1 The work is to be entrusted for a period 1 year (12 months) from the date of signing of contract; however, performance of agency will be measured periodically through criterion prescribed by the KMC in consultation with ICLEI South Asia. Performance measurement criterion will include coverage, complaint redressal etc. Any adjustments required on the basis of 6 monthly performance assessment of the Contractor can be reflected in the Contract if approved by the KMC in consultation with ICLEI South Asia.

9.2 The Contractor is required to establish office in municipal jurisdiction area and detailed address of the same should be communicated to KMC and ICLEI South Asia for further correspondence. KMC can also provide space to the contractor for this from the existing Municipal properties in the selected wards, only for the duration of the contract period.

9.3 In case of any violation of the prevailing laws, acts, rules or the court decisions by the Contractor, the Contractor shall be liable to face the consequences at his/her own risk & cost. KMC and ICLEI South Asia shall have no liability in this case.

9.4 The Contractor shall provide labour, semi-skilled and skilled staff for operating the project during the period of the contract. The salary of staff and all other expenses shall be borne by the Contractor. Contractor shall have to depute sufficient staff for monitoring / reporting of various activities related to contract.

9.5 The contractor shall ensure that all staff are above the age of 14 years, preferably above the age of 18 years. In case the contractor is found to hire any underage staff, legal action, in accordance with the law of the land can be initiated against the contractor. In any such case, the entire liability would be with the contractor and KMC and ICLEI South Asia shall not have any liability.

9.6 The Contractor shall quote with minimum wages for the persons along with name, years of experience and number of staff employed for the task in accordance with Annexure 3 and submit along with in the contract. In case of change due to the decision of the High Court for only the affected persons, the difference shall be paid by the KMC. In case the name of one or more staff provided at the time of signing the contract changes during the course of contract, the Contractor would be required to inform KMC and ICLEI South Asia at least one week in advance (in writing) and get a written approval for another staff with equivalent or better skills/qualification/experience to replace this staff with immediate effect so that the work is not impacted even for a single day.

9.7 The Contractor shall make payment before 5th day/designated scheduled day of every calendar month to the manpower engaged by him on this work irrespective of monthly bill sanction from KMC or collection from households or other details given under the financial model.

9.8 If there is hike in fuel and oil price after the finalization of tender, KMC or ICLEI South Asia will not bear any extra expenses on that account.

9.9 If there is a delay in payment of bills by the contractor due to any reason, the KMC or ICLEI South Asia or households in the selected wards are not liable to pay any interest on that amount or any extra expenses. Also, the agency will not claim it towards KMC or ICLEI South Asia or individual households.
9.10 The Contractor is liable to provide information to KMC or ICLEI South Asia or any other person that is needed under Right to Information Act, 2005.

9.11 Kishangarh Municipal Council in consultation with ICLEI South Asia reserves the right to (a) amend the scope and value of the contract (b) cancel contract without giving any reason.

9.12 All financial arrangement for commissioning of this project shall be made by the Contractor. KMC or ICLEI South Asia shall not be responsible for the financial constraints during the duration of the contract, other than those agreed under the financial model.

9.13 The Contractor shall indemnify the KMC, ICLEI South Asia and its employees against any penalties as PRINCIPAL EMPLOYER, for any failure of the Contractor to honour various State Laws / Enactments / Contract Labour (R&A) Act 1970 (C) / Minimum Wages Act / Bonus Act / EPF & MP Act 1952 etc.

9.14 The Contractor shall have to enter in to a tripartite contract with Kishangarh Municipal Council and ICLEI South Asia.

9.15 The rate quoted should be firm for the entire contract period. No subsequent representation will be entertained for any escalation in fuel prices or any other prices and taxes/duties or any other levies.

9.16 True copy of labor License, PF, vehicle tax & professional tax paid as per rules & documents shall be submitted to Health Department, KMC, Kishangarh.

9.17 Contractor has to ensure that the project attains financial sustainability or reaches the breakeven point in the first 6 months. For the first 6 months, Viability Gap funding at a declining percentage would be provided by ICLEI South Asia but after 6 months (Annexure 2) no financial support would be provided by KMC or ICLEI South Asia unless agreed upon in writing between the three parties. Finances for the project beyond the first 6 months are to be borne completely by the contractor. Modifications to the contract and financial model can be made at the end of 6 months.

10 CONTRACT PRICE:

The Contract price and financial model will be as per the Price bid and contract between Contractor, KMC and ICLEI South Asia and will be inclusive of all expenses necessary for the continuance of the services under the contract. Such expenses include but not restricted to payments to RTO, Labour Authorities, Local and Municipal Authorities, Semi Govt. or any charges, deposits, dues, taxes fuel, oil, Lubricants, total taxes, Octroi duty, etc., connected with the service. The all inclusive rates should be filed up for various items included depicted in Price bid.

11 ACCIDENT/DAMAGES/CLAIMS/LIABILITIES

11.1 In the event of any accident/damage while the vehicles are being used for the project work, ICLEI South Asia shall be completely free from any liability of any nature and any impacts thereof. The Contractor will be fully and exclusively responsible for any damage to his vehicles or any of his equipment attached with the vehicles or dumpers including driver and attendants.

11.2 The Contractor will be fully and solely responsible for any death or body injury to his staff member or any of the people/person in the employment of the Contractor. This includes any third party claims.

11.3 The Contractor will be solely responsible for any consequences under laws, arising out on any accident caused by his vehicles, machinery or his employees to the property or personnel of KMC or ICLEI South Asia or any third party.

11.4 The KMC and ICLEI South Asia shall not be responsible for any claim/compensation that may arise due to damages/ injury/death pilferage to the Contractor's or any other vehicles, machinery, property, person, staff party or the property under any circumstances while providing services under the Contract.

12 INDEMNIFICATION

The Contractor shall bear responsibility for loss of or damage to the property, death or injury to person (or any claim against KMC or ICLEI South Asia in respect thereof and all expenses relating thereto) suffered by KMC or ICLEI South Asia or third party in connection with the services provided under the contract resulting from any negligent act or omission of the Contractor without recourse to the KMC. The Contractor will hold the KMC and ICLEI South Asia fully indemnified in respect thereof. The indemnified party shall have the right, but not the obligations, to contest/defend, and liquidate any claim, action. Suit or proceeding by any third party alleged or asserted against KMC or ICLEI South Asia in respect of, resulting from, relating to or arising out of any matter
for which the KMC or ICLEI South Asia is entitled to be indemnified there under, and the reasonable costs and expenses thereof shall be subject to the indemnification obligations of the Contractor there under. The Contractor shall be liable for all payments, proceedings, liabilities including payment of counsel fees.

13 **FORCE MAJEURE:** Force Majeure shall mean such an Event or Circumstance or combination of events and which are beyond the reasonable control of the affected party and which the party could not have prevented by Good Industry Practice or by the exercise of reasonable skills and care for the purpose of discharging its obligations under the contract. The Force Majeure will tend to have material adverse effect on the performance of such affected party.

13.1 Following shall be the events and circumstances covered under Force Majeure:

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

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

c. Act of God, epidemic, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or other unusual or extreme adverse weather or environmental conditions, action of the elements, meteorites.

d. Fire or explosion or any other disaster to the extent generated from the source external to the Contractor or his assets due to reasons other than, those caused by negligence of the parties, chemical or radioactive contamination or ionizing radiation.

13.2 **Procedure for Calling Force Majeure:**

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

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

13.2.3 The rights and obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure KMC or ICLEI South Asia shall not be liable to make any payments to the Contractor for it being affected on account of Force Majeure

13.2.4 KMC in consultation with ICLEI South Asia reserves the right to terminate the contract postponed if the Force Majeure continues for more than 15 (fifteen) days at a stretch.

14 **TERMINATION OF CONTRACT:**

14.1 If the service of Door to Door collection is found unsatisfactory by Kishangarh Municipal Council (KMC), KMC can terminate the contract after giving notice period of 30 days in writing and in this case, decision of competent authority, for forfeiture of SD/EMD etc. and debarring / blacklisting the agency shall be binding to the Contractor.

14.2 The activity is under essential service, Contractor is not allowed to stop this work at any point of time. But if Contractor is willing to leave this work / contract, he should give written notice to KMC and ICLEI South Asia 90 days in advance. It is at discretion of KMC for forfeiting SD/EMD etc. and debarring / blacklisting the agency in such a case.

14.3 Notwithstanding, if the Contractor stops / leaves the work at his own discretion SD/ EMD, amount pending in running bill etc. shall be forfeited and additional expenditure for execution of remaining work shall be
recovered through, if needed, legal proceeding and Contractor shall be debarred / blacklisted subject to approval of KMC.

14.4 The Contractor is not entitled to claim any compensation, if the contract is terminated in between due to unsatisfactory performance and if there are no capital investment from Contractor. The decision in this regard by KMC Commissioner, shall be final and binding on the agency. The EMD kept with Kishangarh Municipal Council in this event will be forfeited. In case of capital investment by contractor for vehicles, compensation is payable at 70% of the book value of the investment or 70% of market valuation whichever is lower after adjusting all monies receivables from the Contractor.

15 **Role of Kishangarh Municipal Council**

15.1 KMC shall be the Nodal agency for the project and the key agency for contracting the activity. The main answerability of the contractor would be to the KMC.

15.2 The staff of KMC as appointed by the Commissioner shall super-wise the Contractor's work and services at all times and notify the Contractor in writing of any defects found/identified in operation and service level during inspection. Such inspection/checking shall not affect the Contractor’s responsibilities. The Contractor shall have to correct a defect and improve service level within the time specified in the notices.

15.3 KMC will ensure that the User Charges as discussed with the residents are approved in the Council Resolution and enforced either through by-laws or notice, as suitable.

15.4 KMC will ensure that the residents of the two wards 17& 28 will cooperate towards this service and provide positive support to the Contractor.

15.5 KMC will ensure that there is no threat to the Contractor and his/her workers by the presence of any informal sector working in waste sector in the two wards. The KMC will be responsible for maintaining the necessary law and order situation in the two service areas.

15.6 KMC would be required to provide waste bins at all points of secondary waste collection.

15.7 Give inputs on all activities already mentioned in this document as activities to be undertaken by KMC

15.8 KMC would undertake street sweeping facility in both wards (after completion of door to door collection during daytime) and shall also provide facility for clearing of waste from all secondary waste points in the two wards.

15.9 KMC can initiate amendments to the contract

15.10 KMC can conduct inspections (with or without notice) to any household or area within the project wards and assess the on ground status of cleanliness, segregation, behavior of contractor’s staff, fee collection from establishments, or any other. KMC along with ICLEI South Asia would issue notice to the contractor in case of noncompliance. The contractor would have to honour all notices issued by KMC and/or ICLEI South Asia in accordance with the terms of this contract.

16 **Role of ICLEI South Asia**

16.1 ICLEI South Asia shall be the main handholding agency providing guidance and select resources for the purpose of this contract

16.2 ICLEI South Asia shall provide basic infrastructure for segregation of waste like dustbins to be put in the contractor’s vehicle. One set of safety gear (gloves, boots/shoes/wellies) shall be provided by ICLEI South Asia to the staff of the contractor involved in door to door collection of waste

16.3 ICLEI South Asia can conduct inspections (with or without notice) to any household or area within the project wards and assess the on ground status of cleanliness, segregation, behavior of contractor’s staff, fee collection from establishments, or any other. KMC along with ICLEI South Asia would issue notice to the contractor in case of non compliance. The contractor would have to honour all notices issued by KMC and/or ICLEI South Asia in accordance with the terms of this contract.

16.4 ICLEI SA shall provide all the necessary support, guidance and handholding to the Contractor enabling him to successfully implement the service of door to door collection and transportation of MSW from the two wards 17& 28.

16.5 ICLEI SA will also provide for necessary infrastructure like bins as required and discussed with the Contractor. Provision of 2 bins at the level of each household would be undertaken by ICLEI South Asia.

16.6 ICLEI South Asia, along with KMC, would review the contract at the end of 6 months and suggest modifications, where required for successful implementation and/or upscaling of the contract

16.7 ICLEI South Asia can initiate amendments to the contract

16.8 ICLEI South Asia shall conduct IEC activities and handholding of residents for waste segregation
16.9 The Viability Gap Funding (VGF) based on the financial model for the initial six months will be provided by ICLEI SA and will be discussed with KMC and contractor in detail before signing the contract. The actual amount for VGF per month would be calculated on the basis of household collection receipts submitted with proof to KMC. ICLEI South Asia and KMC reserve the right to cross verify the collection list at any time. In case the contractor is found to furnish false information to get more funds from ICLEI South Asia, KMC can terminate the contract without notice. The contractor would be required to raise an invoice for VGF payment to ICLEI South Asia for the first 6 months of the project.

16.10 Conduct trainings for capacity building of contractor staff, Municipal staff and residents.

17 Dispute Resolution
In case of conflict, both parties shall use their best endeavours to settle any dispute or claim arising out of or relating to the Contract and their attachments thereto through amicable discussions. If not amicably settled within sixty (60) days of the dispute or claim arising, the decision of ICLEI South Asia would be considered binding. In case the Contractor has objections to the decision of ICLEI South Asia, the dispute would be decided by a panel of three (3) external Arbitrators chosen mutually by ICLEI South Asia and the Contractor. The parties agree that the decision of the majority of the Arbitrators so appointed shall be final and binding upon the parties.

18 Corrupt or Fraudulent Practices
1. ICLEI South Asia expects the Contractors to observe the highest standard of ethics and integrity during the procurement and execution of such Contracts.
2. If any bidder, even after selection, is found to indulge in malpractices or is found to have submitted false information at the time of submitting the bid or the quality of work is not found satisfactory by ICLEI South Asia, such Contractor can be disqualified by ICLEI South Asia after giving a written notice. If the Contractor fails to produce justification to the satisfaction of ICLEI South Asia or continues with the malpractices, ICLEI South Asia can terminate such a Contract at any time without giving prior notice.

19 Notification of successful Consultant
The bid shall remain open for a total of 15 days from the day of floating the tender. Successful/shortlisted Consultant(s) would be notified latest by June 23, 2016.

20 Additional Information
- Minor changes might be made to the proposed designs based on actual implementation planning and would be discussed with the selected Contractor before finalization of contract.
- Contractor would be required to submit any documents or information required by the European Commission related to the project or project activities from the time of award of project. In case of reporting to European Commission after the closure of the project, the contractor would be required to cooperate with ICLEI South Asia and furnish all the information required.
- ICLEI South Asia has the authority to call off this tender or make any changes or amendments to the contents of this tender in part or full, at any time, without giving any reason. The tenderers shall have no cause for objection or claim or action against ICLEI South Asia or Kishangarh Municipal Council for not selecting their tender.
- Sales Tax, VAT/TIN/PAN registration number should be mentioned in the tender document and the bills/invoices raised after selection.
- Financial sustainability of the project would be the complete responsibility of the contractor. KMC and ICLEI South Asia would have no liability, financial or legal, in case of losses incurred in O&M of the toilet block.
- The Contractor would have to raise an invoice for payment at each stage along with the required supporting documents.
- Financial bid quoted by the Contractor shall be inclusive of all taxes and additional costs. No other costs, than those mentioned in the contract shall be entertained unless agreed mutually between ICLEI South Asia and the Contractor.
- Bids where the unit rates are found to be significantly higher than the standard costs can be disqualified.
- The total cost of tender and item rates for the contract shall be fixed for the entire duration of the contract and no changes to the same shall be entertained at any cost.
- ICLEI South Asia might enter into negotiations on the financial bid with the shortlisted Contractor(s).
- The Contractor and/or any staff or subcontractor associated with the Contractor can be liable to audit or check by staff from European Commission and Contractor and all such staff or subcontractors shall cooperate in case of such audits or site visits by European Commission.
- Contractors can request for prebid conference call or site visit (at own cost) before submitting the tender.
- Conditional tenders would not be accepted.
## TIMELINE:
The Contractor shall not take time more than that allocated in the following table for completion of procedural formalities. The details of activities are as follows:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of Activity</th>
<th>Duration for Completion of Activity (Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Issue of Letter of Acceptance (LoI) from the KMC</td>
<td>Start Date</td>
</tr>
<tr>
<td>2.</td>
<td>Acceptance of LoI from the Contractor</td>
<td>Within five (5) days from the date of issue of LoI by KMC</td>
</tr>
<tr>
<td>3.</td>
<td>Signing of Contract and deposit of EMD with KMC</td>
<td>Within ten (10) days from the date of LoI</td>
</tr>
<tr>
<td>4.</td>
<td>Preparation of plan of action for the entire collection and transportation and submitting to the KMC</td>
<td>Within ten (10) days from the date of issue of LoI by KMC</td>
</tr>
<tr>
<td>5.</td>
<td>Training to the field staff deployed for the collection of MSW</td>
<td>Minimum two (2) days training to all within 3 days of submission of Action Plan</td>
</tr>
<tr>
<td>6.</td>
<td>IEC activities</td>
<td>From the day of award of contract</td>
</tr>
<tr>
<td>7.</td>
<td>Door to door collection</td>
<td>No later than 12 days from the date of award of contract</td>
</tr>
</tbody>
</table>

## PENALTIES:
18.1 The relevant staff of KMC and/or ICLEI SA shall visit the service area and inspect various areas and evaluate performance level for collection of MSW every day.

18.2 This staff will inform the Contractor in writing of deficiencies in work and instruct contractor to improve performance level of services and operations. The Contractor shall take actions to perform as per the directives given to him. If the Contractor fails to comply with the directions, he will be liable for penalties. KMC shall determine the penalties applicable based on the operations not carried out properly by the contractor.

18.3 After the date of start of actual operation i.e. daily door to door collection, and transportation of MSW, the Contractor shall be subject to the following penalties (mentioned in Annexure 1) for his failure to carry out operations and providing services properly.
# Annexure 1
## SERVICE LEVEL

This table illustrates the service level conditions and the penalties on failure to achieve the service levels.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Function</th>
<th>Service Level</th>
<th>Default</th>
<th>Penalty</th>
<th>Service Indicators</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Collection of MSW.</td>
<td>As provided in the contract</td>
<td>Complaints recorded at the Complaints Cell in KMC or any other centre/ Nodal officer nominated for this purpose and late or unsatisfactory redressal of these complaints</td>
<td>Rs.30/- per Default.</td>
<td>Unit of Default “per complaint recorded” and the same not redressed appropriately by the Contractor. Repeated complaints from the same customers in the same month shall be multiplied by a factor of two.</td>
</tr>
<tr>
<td>2</td>
<td>Breakdown of vehicle before starting of work, and failure of contractor to make alternate arrangement as per requirement</td>
<td>One hour from stipulated time</td>
<td>Complaint received/ User complaint registered</td>
<td>Rs. 250/- per vehicle per day</td>
<td>And if not arranged within one day, then additional penalty of Rs.250/- per vehicle per day shall be levied.</td>
</tr>
<tr>
<td>3</td>
<td>Contractor fails to supply properly closed vehicle or top is not covered properly, including water proof cover for monsoons</td>
<td>As provided in the Contract</td>
<td>Doors/cover not closing properly/not provided, waste spill on road</td>
<td>Rs 100/day</td>
<td>Unit of default is computed vehicle / trip</td>
</tr>
<tr>
<td>4</td>
<td>Provide one driver and one worker with each /vehicle with necessary equipment for garbage collection.</td>
<td>As provided in the Contract</td>
<td>One driver and one worker with each Autotipper/ vehicle/auto with necessary equipment</td>
<td>Rs 150 per trip</td>
<td>Unit of default is computed vehicle / trip</td>
</tr>
<tr>
<td>5</td>
<td>Extent of segregation</td>
<td>The contractor has to ensure that waste is segregated into biodegradable and non-biodegradable/ recyclables</td>
<td>Failure to comply with acceptance criteria</td>
<td>Penalty of Rs. 100/per incident</td>
<td>Unit of default is per incident reported.</td>
</tr>
<tr>
<td>6</td>
<td>Upkeep and maintenance of records.</td>
<td>The Contractor shall maintain records of receipt of waste and such other details as prescribed by the KMC and ICLEI South Asia in the Contract.</td>
<td>Failure to furnish updated daily/weekly records to the authorized personnel of the KMC and ICLEI South Asia within 48 hours of notice to the Contractor.</td>
<td>Rs.150/- per Default and double subsequently if it recurs within 30 days.</td>
<td>Unit of default is computed per incident</td>
</tr>
<tr>
<td>7</td>
<td>Display of contact number on vehicle</td>
<td>The Contractor shall display the contact numbers on the vehicles for public outreach</td>
<td>Failure to provide contact number</td>
<td>Rs 100/default/ day</td>
<td>Unit of default is computed per incident</td>
</tr>
<tr>
<td>8</td>
<td>Participation in IEC activities</td>
<td>The contractor shall participate actively in all the IEC activities</td>
<td>Failure to be present in the awareness generation activities</td>
<td>Rs 250/ per default</td>
<td>Unit of default is computed per incident</td>
</tr>
<tr>
<td>9</td>
<td>Safety in Operations</td>
<td>The Contractor shall comply with the relevant regulations regarding Occupational, Safety and Health hazards.</td>
<td>Failure to comply with the stipulations</td>
<td>Rs.1,000/- per incident plus any other charges related to the mitigation of the problems caused, apart from any liability under the Workmen’s Compensation Act and/or other labour laws</td>
<td>Unit of default is computed per Incident.</td>
</tr>
<tr>
<td>10</td>
<td>Paint the vehicles every six months</td>
<td>As per contract</td>
<td>Failure to comply</td>
<td>Rs 100/ week/ vehicle</td>
<td>Unit of default is computed per Incident till the vehicles are painted</td>
</tr>
<tr>
<td>Rule</td>
<td>Description</td>
<td>Penalty</td>
<td>Default</td>
<td>Note</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td>---------</td>
<td>---------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Driver / worker of garbage vehicle are found without Uniform, Gumboot, hand gloves, Identity card</td>
<td>As per contract</td>
<td>As per contract</td>
<td>Rs 100/ person/day</td>
<td>Unit of default is computed per Incident till complied</td>
</tr>
<tr>
<td>12</td>
<td>Registration number shall be painted properly and shall be visible and Code number as per Zone / ward given by the department shall be painted on vehicle</td>
<td>As per contract</td>
<td>As per contract</td>
<td>Rs 250/ vehicle/day</td>
<td>Unit of default is computed per Incident till complied</td>
</tr>
<tr>
<td>13</td>
<td>Payment of labour has not been done before 5th of every month</td>
<td>As per contract</td>
<td>As per contract</td>
<td>0.5% of wages person/day</td>
<td>Unit of default is computed as delay in days till complied</td>
</tr>
<tr>
<td>14</td>
<td>Submission of Statutory documents</td>
<td>The Contractor has to furnish all documents / reports to the Statutory agencies within the stipulated time</td>
<td>Failure to comply with the stipulations</td>
<td>Rs.500/- per incident plus any other penalty levied by the statutory body</td>
<td>Unit of default is computed per Incident.</td>
</tr>
<tr>
<td>15</td>
<td>Emergency response</td>
<td>As per Emergency Management Plan</td>
<td>Failure to respond within time</td>
<td>Rs 2000 per incident plus all expenses incurred by KMC to manage the same</td>
<td>Unit of default is computed per Incident.</td>
</tr>
<tr>
<td>16</td>
<td>Display of EU logo and project title on the loading auto at all times</td>
<td>As per guidelines from ICLEI South Asia</td>
<td>Failure to display one vehicle</td>
<td>Rs. 100/day</td>
<td>Unit of default is computed per incident</td>
</tr>
<tr>
<td>17</td>
<td>Provision of First Aid box on the vehicle with all requisite medicines/materials</td>
<td>As per guidelines from ICLEI South Asia</td>
<td>Failure to keep First Aid box or inadequate provision of medicines/ materials for the box</td>
<td>Rs. 300/day</td>
<td>Unit of default is computed per incident</td>
</tr>
</tbody>
</table>

Note:
1) The penalty as prescribed herein shall be initiated by the KMC upon furnishing such notice to the Contractor in writing (for penalties above Rs. 200) or verbally (for penalties below Rs. 200)
2) The KMC reserves the right to set off the penalty amount from the amount payable to the Contractor as Viability Gap Funding in the last two months of the project
3) In case of any disputes on the applicability or computation of the penalty, the Contractor shall raise such dispute within 7 days of the receipt of the notice as given in (1) herein above, by furnishing the reasoning of the dispute in writing to the Secretary or the authorized official of KMC.
4) The costs related to any subsequent re-inspection/ third party tests to check compliance after the default has occurred shall be incurred by the Contractor.
5) KMC or ICLEI South Asia shall have the right to claim from the Contractor 110% of the actual cost incurred by it in correcting /remedying a default within the scope of the Contractor, if the Contractor is not able to rectify the same within reasonable time and if the said rectification is done after due notice is given to the Contractor. This shall be in addition to any penalty payable by the Contractor as per the relevant penalty clause.
6) It shall be noted that if the Total Penalty Payable by the Contractor in a given month exceeds 25% of the average monthly Tipping Fee collected / paid during the preceding 12 months in any Financial Year, it shall be considered a Serious Default by the Contractor and KMC in consultation with ICLEI South Asia may invoke appropriate action as it may deem fit.
Annexure 2
Proposed Financial Model

The financial model for the aforementioned work for door to door collection and transportation of MSW from two wards viz. Ward 17 & 28 is briefly described below. The goal of the financial model is to ensure financial sustainability of the pilot project in the longer run. In turn, the financial sustainability of the work will depend upon the user fee collection. The larger idea of the project is to generate awareness amongst the residents, thereby, encouraging them to pay for the services and helping in scaling the service to all the 45 wards of the city. User fee collection is important for making the model self-sustainable. Additionally, in the long term, sale of compost and recyclables can help reduce O&M expenses and might even be able to lead to reduction in fee paid by users.

The financial model is based on the following assumptions:

- The overall expenditure incurred by contractor towards door to door collection and transportation of MSW in the two wards will not exceed Rs. 45,000/month
- User fee will be the major/primary source of income for the Contractor. The Contractor is also authorized to generate revenue by sale of recyclables, if required.
- KMC/ICLEI SA will only provide for viability gap funding (VGF) for a maximum of 6 months
- It is expected that the service will not need any further sources of funds to sustain after 6 months and a breakeven point has to be reached in a 6 month period
- A minimum fee of Rs. 20 and max of Rs. 50 can be collected from residential establishments and a minimum of Rs. 40 and max of Rs. 70 can be collected from commercial establishments including hotels, vegetable markets, restaurants, etc. The final rates would be decided at the time of/within 2 weeks of signing the contract in consultation with KMC and the residents.
<table>
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<tr>
<th>Month</th>
<th>Monthly expense incurred by Contractor</th>
<th>Establish ment</th>
<th>Number of units</th>
<th>Min user fee</th>
<th>Max user fee</th>
<th>% Collection</th>
<th>Total units</th>
<th>Min collection</th>
<th>Max collection</th>
<th>Total minimum</th>
<th>Total maximum</th>
<th>Earning from sale of recyclables</th>
<th>Viability Gap Funding (VGF) minimum</th>
<th>Viability Gap Funding (VGF) maximum</th>
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Annexure 3
Proposed User Charges

The User charges to be paid by the establishments in the service areas will be finalized after discussion with the residents and KMC. The User Charges will be made effective after being passed through Council Resolution or a letter from Commissioner which will subsequently be supported by a Council Resolution within 3 months; and by-laws/notification. Following is the proposed user charges for the two service areas:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Category</th>
<th>Charges (Rs/Month)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Houses in the residential areas</td>
<td>20-50</td>
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<tr>
<td>2.</td>
<td>Houses in the slums</td>
<td>10-30</td>
</tr>
<tr>
<td>3.</td>
<td>Commercial Units like Shops, small hotels, restaurants, etc.</td>
<td>40-75</td>
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<tr>
<td>4.</td>
<td>Marriage hall/Function Hall/Exhibition/4 or 5 star hotels and restaurants etc</td>
<td>200</td>
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<tr>
<td>5.</td>
<td>Bulk waste producers identified by KMC and ICLEI South Asia</td>
<td>200</td>
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</tbody>
</table>
Annexure 4: Tender Submission Form (To be provided on INR 100 Stamp Paper)

To
Executive Director
ICLEI South Asia
NSIC Complex, Okhla Industrial Estate
New Delhi 110020

I/We have read and examined the following documents relating to………………………………… ………………………………
………………………………………………………………… (Name of the Work) including the main bid document and Annexure 1, 2 and 3.

I/We hereby tender for execution of the work referred to in the aforesaid documents in accordance with the terms and conditions contained or referred to therin and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates furnished in the bid document and within the period(s) of completion as stipulated in Annexure documents and our proposal.

In consideration of I/We bidding for the tender, I/We agree to keep the tender open for acceptance for 90 days from the due date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to ICLEI South Asia.

A sum of Rs. _____ will be deposited as Earnest Money Deposit in the form of Demand Draft in favour of ICLEI South Asia, payable at New Delhi at the time of signing of contract with ICLEI South Asia.

If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to ICLEI South Asia or after signing of contract are unable to provide work or services to the satisfaction of ICLEI South Asia as per the terms of the contract and annexure documents, I/We agree that ICLEI South Asia shall without prejudice to any other right, be at liberty to forfeit earnest money absolutely. Should this tender be accepted, I /We agree to abide by & fulfil all the terms conditions of aforesaid document and the annexure documents.

If after the tender is accepted, I/we fail to commence the execution of the work, I/We agree that ICLEI South Asia shall without prejudice to any other right or remedy is at liberty to forfeit the said earnest money absolutely.

Signature of contractor………………………
Organization_____________
Date____________
Witness _____________