



OFFICE OF THE SILCHAR MUNICIPAL BOARD
CACHAR::: SILCHAR

No. SMGUA(SBM). 27/2022-23/3612

Dated- 01/02/2023

TENDER NOTICE

Sealed tenders are invited from registered SHGs/NGOs/Firms for providing door to door services for collection of Municipal Solid Wastes in segregated manner at source in the areas of Silchar Municipal Board. Tender form to be collected from office of the Silchar Municipal Board or download from www.silcharmunicipality.in in the last date of tender submission is 20/02//2023 upto 5 PM.

For further details, Bidder may also contact Shri. Rajiv Chanda, City Project Officer, Swachh Bharat Mission (Urban), Silchar Municipal Board, contact no- 6002568070 for any clarification, during office hours on working days.



Executive Officer
Silchar Municipal Board
Executive Officer
Silchar Municipal Board

No. SMGUA(SBM). 27/2022-23/3612-A

Dated- 01/02/2023

Copy to :

1. The Editors, Print Media, the Danik Jugashanka, the Danik Samayik Prsasnga for publishing the above notice in the respective newspapers in a responsible manner.
2. The Cash Branch, Silchar Municipal Board, Silchar for kind information and necessary action..
3. The Notice Board, Silchar Municipal Board, Silchar.
4. Book Copy.
5. File Copy.


Executive Officer
Silchar Municipal Board

OFFICE OF THE SILCHAR MUNICIPAL BOARD
SILCHAR:::CACHAR (Assam), Pin-788001

Invitation for Bids

Door to door collection of segregated Municipal solid waste and transportation of Municipal solid waste to secondary collection points/transfer stations

(Selection of NGOs/SHGs/Firms) for primary collection and disposal of Municipal Solid Waste)

Date of issue of Bid Documents: 01/02/2023

Last date for submission of the bid: 20/02/2023


Executive Officer
Silchar Municipal Board

Office of the Silchar Municipal Board: Silchar
Cachar: Assam

Disclaimer


The information contained in this bid document provided to the Bidder(s), by or on behalf of Silchar Municipal Board (hereinafter referred to as "SMB") or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this bid document and all other terms and conditions subject to which such information is provided. The purpose of this bid document is to provide the Bidder(s) with information to assist the formulation of its Proposals. This bid document does not purport to contain all the information each Bidder may require. This bid document may not be appropriate for all persons, and it is not possible for Silchar Municipal Board, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this bid document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this bid document and where necessary obtain independent advice from appropriate sources. SMB, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the bid document. SMB may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this bid document.


Executive Officer
Silchar Municipal Board

SCHEDULE OF BIDDING PROCESS

Silchar Municipal Board would endeavour to adhere to the following schedule from the date of issue of notification during the Bidding Process:

Events	Date
Date of Advertisement	01/02/2023
Bid document collection details	<ul style="list-style-type: none">Bid Document is collected from office and website of the Silchar Municipal Board. www.silcharmunicipality.in
Bid Due Date / last date for submission of the bid	20/02/2023 at 5 PM
Opening of Technical bid	21/02/2023 at 2 AM
Place of opening of Technical bid and Financial bid	Office of the Silchar Municipal Board Sadarghat, Silchar-788001
Address for communication	Office of the Silchar Municipal Board, Swachh Bharat Mission (U) Branch, Cachar: Assam


Executive Officer
Silchar Municipal Board

OFFICE OF THE SILCHAR MUNICIPAL BOARD
SILCHAR:::CACHAR (Assam), Pin-788001



No. SMGUA(SBM). 27/2022-23/

Dated- 01/02/2023

Invitation for Bids

Silchar Municipal Board intends to issue Invitation for Bids for selection of NGOs/SHGs/Firms for primary collection of Segregated Municipal Solid waste (Door to door collection of Solid Waste) and dispose the same as per guidelines.

1. Silchar Municipal Board invites Bids from eligible bidders for Solid Waste Management (SWM) Services, for a period of 2 years.
2. Bid documents may be collected from office of the Silchar Municipal Board and the same can be downloaded from the website of Silchar Municipal Board www.silcharmunicipality.in from 01/02/2023 and last date of tender submission is 20/02/2023 upto 5 PM.
3. Tender can be submitted by NGOs/SHGs/Firms only allotted wards given by Silchar Municipal Board i.e Ward no 9,10,11,13,14,19,20,23,24,27 and 28.
4. Bid must be submitted to the office of the Silchar Municipal Board, Cachar: Assam in two bids system viz. Technical and Financial and the opening of Technical Bid as well as Financial Bid will be on 21.02.2023 at 2 PM.
5. Technical Bid scoring 70 marks out of total 100 and 30 marks is scoring for Personal Interview.
6. Silchar Municipal Board will provide one vehicle as per available to the registered NGOs/SHGs/Firms for collection of door to door garbage where depositing Security amount is mandatory by NGOs/SHGs/Firms as per terms and conditions laid down Silchar Municipal Board.
7. Other details can be seen in the bid documents.


Note:


1. Non refundable Bid document fee of Rs. 1000/- shall be paid in the form of Demand draft/ banker's Cheque/ Call Deposit in favor of Executive Officer, Silchar Municipal Board along with the Technical Bids. Alternatively cash can be deposited on the SMB counter and receipt of the same may be submitted along with Technical Bid. Otherwise downloaded bid document shall not be considered.
2. Executive Officer, Silchar Municipal Board reserves the right to revise or amend the notice and/ or the Bid Document, fully or partly.
3. Executive Officer, Silchar Municipal Board reserves the right to cancel the tender at any point without assigning any reason thereof.

No. SMGUA(SBM). 27/2022-23/

Copy:

- 1) The Mission Director, Swachh Bharat Mission (Urban), Assam for favour of kind information.
- 2) The Deputy Commissioner, Cachar for favour of kind information.
- 3) The Assistant Executive Engineer, Silchar Municipal Board for favour of kind information and necessary action.
- 4) The DIPRO, Cachar for information and requested to publish in three leading local dailies.
- 5) Book Copy.
- 6) File Copy.


Executive Officer
Silchar Municipal Board
Dated: 01/02/2023
Executive Officer
Silchar Municipal Board


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Instructions to Bidder


- 1) Silchar Municipal Board intends to adopt a single stage one cover system bidding process for selection of NGOs/SHGs/Firms to carry out Municipal Solid Waste Management services from eligible registered NGOs/SHGs/Firms for the following activities for a period of Two (2) years. No bid will be accepted without having proper registration of the NGOs/SHGs/Firms.
 - a) Door-to-door collection of segregated (wet and dry waste separately as per Solid Waste Management Rule 2016) Municipal Solid Waste (MSW) on a daily basis and as per Ward and transportation of the collected waste to the secondary collection points/Transfer Stations (to be decided mutually between the bidder and SMB in agreement) and then dispose the wastes as per guidelines.
 - b) Collection of segregated Municipal Solid Waste from the bulk generators and its transportation to secondary collection points/Transfer Stations and disposal of wastes.
 - c) Collection of User Charges from the households and other government/commercial/etc. establishments as per the rates finalized in the agreement signed with Silchar Municipal Board.

1.1 The detailed scope of work for all the activities indicated above ("the Service Contract") is provided in bid

- a) Each Bidder shall submit a maximum of one (1) Proposal for each ward; in response to this bid Document. Each bidder is allowed to submit proposal for maximum of three (3) wards. While the Bidder may submit proposals for the wards which are allotted by Silchar Municipal Board, the ward partly will be awarded to the successful bidder based on their technical and financial bid. The Bidder shall need to demonstrate their technical and financial capacity for carrying out the service in a particular Ward. Financial bids of only those bidders will be opened who will be found technically eligible as per Annexure VI. In the event of insufficient bid for a particular ward, Silchar Municipal Board reserves the right to negotiate with bidders submitting bid for other areas.
- b) The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- c) A bid containing rates which are unrealistically low/ high and which cannot be substantiated by the bidder shall be rejected by the Bid Evaluation Committee constituted by Silchar Municipal Board as non-responsive.
- d) The bidder is requested to clearly mention the Ward number for which she/he is submitting the bid. If the bidder is submitting bid for more than one ward, the bidder has to submit separate proposals mentioning the ward number above the proposal.
- e) The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.

1.2 Clarification of bid documents

- a) A Prospective Bidder requiring any clarification of the bid documents may submit their queries to Executive Officer, Silchar Municipal Board through hard copy or by email to smb1882@gmail.com. Silchar Municipal Board will respond to any request for clarification as per the calendar of the event prior to the deadline for submission of Bids.


Executive Officer
Silchar Municipal Board

b) Prospective Bidder may also contact Shri. Rajiv Chanda, City Project Officer, Swacch Bharat Mission (Urban), contact no. 6002568070 for any clarification, during office hours on working days.

c) Amendment of bid documents

- i) Before the deadline for submission of Bids, Silchar Municipal Board may modify the bid documents by issuing addendum/corrigendum.
- ii) Any addendum/corrigendum thus issued shall be part of the bid documents and shall be communicated through notice board at Silchar Municipal Board. It is imperative on prospective bidder to keep watching notice board of Silchar Municipal Board for any such amendments.


d) Preparation of Bid Documents

- i) Documents comprising the Bid: The Bids comprises of two parts viz. Technical Bid and Financial Bid and shall contain the documents as follows:
- ii) Technical Bid: The Bidder would provide all the information. Silchar Municipal Board would evaluate only those Proposals that are received in the required format and are complete in all respects as per Annexure VI.
- iii) Covering letter in the format set out in Annexure III.
- iv) Details of the Bidder in the format set out in Annexure IV.
- v) Anti-collusion certificate in the format set out in Annexure V.
- vi) Proof of Eligibility in the format set out in Annexure VI.
- vii) Technical Proposal (implementation plan) as provided in Annexure VII.
- viii) EMD(refundable) as per following details in the form of DD/Banker's Cheque/Call Deposit in favour of **Executive Officer, Silchar Municipal Board.**

- a. Rs. Five Thousand Only (Rs. 5,000/-) per Ward for Self Help Groups
- b. Rs. Ten Thousand Only (Rs. 10,000/-) per Ward for NGOs/Firms

The Bidder shall pay the EMD in the form of Demand Draft/Banker's Cheque/FDR/TDR drawn in favour in favour of **Executive Officer, Silchar Municipal Board** Payable at Silchar.

- a. EMD amount has to be submitted by the Bidder taking into account the following conditions:
 - i. EMD will be accepted only in the form of demand draft/Banker's Cheque/FDR/TDR.
 - ii. If the bidder is bidding for more than one Area, the bidder has to deposit separate DD/Banker's Cheque/FDR/TDR for each proposal for the amount mentioned above.
 - iii. Any Bid not accompanied by an acceptable earnest money deposit and not secured shall be rejected by the Silchar Municipal Board as non-responsive.
 - iv. The EMD of unsuccessful Bidders will be returned without any interest as promptly as possible on finalization of the Bid of the selected Bidder or when the bidding process is cancelled by Silchar Municipal Board.
 - v. The EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security of Rs. 20,000.00/- (Rupees Twenty Thousand only) and Vehicle Security Rs. 50,000 (Fifty Thousand) in the form of a Bank Cheque/DD.
- vi. The EMD may be forfeited:
 1. If the Bidder withdraws the Bid after bid opening during the period of bid validity;
 2. If the Bidder does not accept the correction of the bid Price, pursuant to Clause correction of error.


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3. In the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - a. Sign the Agreement; or
 - b. Furnish the required Performance Security.

1.1 Financial proposal shall be the financial offer made by the Bidder for the Service Contract as per Annexure VIII.

- a. The contract shall be for the whole works as described in Scope of work.
- b. The Financial Bid should include all duties, taxes, and other levies if any payable by the Successful Bidder under the contract, or for any other cause.
- c. And any other materials required to be completed and submitted by the Bidders is in accordance with these instructions.

2. Proposal validity:


- i) The Proposal shall remain valid for a period not less than 180 days from the bid Due Date (Proposal Validity Period) Silchar Municipal Board reserves the right to reject any Bid, which does not meet this requirement.
- iii) In exceptional circumstances, prior to expiry of the original time limit, Silchar Municipal Board may request that the Bidder may extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing. A Bidder may refuse the request without forfeiting his earnest money deposit. A Bidder agreeing to the request will not be required or permitted to modify his Bids, but will be required to extend the validity of his earnest money deposit for a period of the extension.

3. Submission of Bids:

- 3.1. The original proposal, of Technical Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Representative them self. The person who signed the proposal must initial such corrections.
- 3.2 An authorized representative of the bidder shall initial all pages of the Technical Proposals. The Technical Proposal should be binded and submitted. Any proposal submitted in loose/stapled form without binding will be summarily rejected.
- 3.3 The Technical Proposal shall be placed in a sealed envelope clearly marked **"TECHNICAL PROPOSAL"**. This outer envelope shall be clearly marked as **"BIDS FOR SOLID WASTE MANAGEMENT OF SILCHAR MUNICIPAL BOARD"**. The outer cover should clearly mention the name and complete address of the Bidder with telephone number. The Employer shall not be responsible for misplacement, loss or premature opening if the outer envelope is not properly sealed and/or marked as stipulated.
- 3.4 The Proposals must be sent to the address indicated in the bid and received by the Employer no later than the time and the date indicated in the bid, or any extension to this date as per clause 6.2. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

4. Modifications and Withdrawal of Bids:

- 4.1 Bidders may modify or withdraw their bids by giving notice in writing before the last date of submission of the bid i.e.; 20/02/2023 up to 2:00 PM.


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- 4.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance to Clause 8, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.
- 4.3 No bid may be modified after the Deadline for submission of bids, unless approved as per this tender notice.
- 4.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity may result in the forfeiture of Bid Security.

5. Bid opening and evaluation:

5.1 Silchar Municipal Board shall open the Technical Bids of those Bids that are found to be responsive as provided in Clause 11.3 and undertake evaluation of the Technical Proposals to determine the qualified Bidders.

6. Process to be confidential:

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

7. Clarifications:

7.1 Silchar Municipal Board would open the Technical Bid on 21/02/2021 at 2 PM for the purpose of evaluation. Silchar Municipal Board will open the Technical Bids of all the Bidders received in the presence of the Bidders or their representatives who choose to attend on the date and place specified in the Schedule of Bidding process. The Financial Proposal of the technically qualified Bidders will be opened on 21/02/2021 after intimation to the qualified bidders..

7.2 Silchar Municipal Board reserves the right to reject any Bid which does not contain the information/documents as set out in this bid document.

7.3 To facilitate evaluation of Bids, Silchar Municipal Board may at its sole discretion seek clarifications in writing from any Bidder.


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8. Evaluation:

8.1 The criteria for eligibility, qualification and evaluation of Bidders are set out in Annexure VI.

8.2 As part of the evaluation, the Bids shall be checked for responsiveness with the requirements of the bid document and only those Bids which are found to be responsive would be further evaluated in accordance with the criteria set out in this bid document and as per provision of Annexure VI.

8.3 The Bid would be considered to be responsive if it meets the following conditions:

8.3.1 The Technical Bid will be evaluated as per Annexure VI

8.3.2 It contains all the information and documents as requested in the bid document.

8.3.3 It contains information in formats specified in this bid document.

8.3.4 It mentions the validity period as set out in Clause 5.

8.3.5 It provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by Silchar Municipal Board without communication with the Bidder). Silchar Municipal Board reserves the right to determine whether the information has been provided in reasonable detail.

8.3.6 There are no inconsistencies between the Bid and the supporting documents

8.3.7 A Bid that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

8.3.7.1 which affects in any substantial way, the scope, quality, or performance of the Service contract, or

8.3.7.2 which limits in any substantial way, inconsistent with the bid Document, Silchar Municipal Board's rights or the Bidder's obligations under the Agreement, or

8.3.7.3 Which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals?

8.4 The implementation Plan of the responsive and qualified bidders shall be checked for adequacy of methodology and operations. Silchar Municipal Board may seek clarifications in writing from any bidder regarding its Implementation Plan. Silchar Municipal Board shall open the financial offers of only those bidders for evaluation whose Technical bid is found to be adequate in addition to the bidder's technical eligibility by scoring 70 % marks out of 100 and 30% marks based on interview process as mentioned in Annexure VI.


8.5 Notwithstanding anything contained in this bid document, Silchar Municipal Board reserves the right to accept or reject any Bid or to annul the bidding process or reject all Bids at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

Correction of errors

8.6 Bids determined to be substantially responsive will be checked by the Silchar Municipal Board for any arithmetic errors, if there is a discrepancy between the rates in figures and in words; the lower of the two will govern.

i) In the event of acceptance of the Preferred Bidder with or without negotiations, Silchar Municipal Board shall declare the Preferred Bidder as the Successful Bidder. Silchar Municipal Board will notify the Successful Bidder through a Letter of Award (LoA) that its Bid has been accepted.


ii) The Successful Bidder shall make physical availability of the required number of labourers, Equipment, tools etc. (as per Solid Waste Management Rule 2016) along with the documents for the particular package within 7 days of the receipt of the letter of award, failing which, the award will be cancelled and the EMD will be forfeited.


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- iii) The Successful Bidder shall execute the Agreement immediately after producing the above requirement.
 - iv) Notwithstanding anything contained in this bid document, Silchar Municipal Board reserves the right to accept or reject any Bid, or to annul the bidding process or reject all Bids, at any time without any liability or any obligation for such rejection or annulment, without assigning any reason thereof.
 - v) Scope of Work & Terms & conditions:
 - a. Scope of Work for MSW Management for door to door collection of segregated MSW, transportation of MSW to the designated secondary collection point/Transfer Stations (to be decided mutually between the bidder and SMB in agreement) and disposal of wastes.
 - b. Collection, Storage and Transportation of waste
- 8.6.1 Collection of MSW on daily basis in the Segregated form at source:
- a) Biodegradable (wet waste).
 - b) Non- biodegradable (dry- waste).
- The NGOs/SHGs/Firms /Firms shall collect the dry waste on a regular basis in the different localities at a specified time as mentioned in implementation plan on daily basis.
- 8.6.2 Implementation of 100% segregation of MSW at household and commercial level through awareness campaigns and other suitable means.
- 8.6.3 Collection of waste from doorstep by ringing bell and following a fixed time schedule every day.
- 8.6.4 It is the responsibility of the waste generator to give segregated waste to the primary collection vehicle as per Solid Waste Management Rules, 2016 and Bylaws passed by Silchar Municipal Board.
- 8.6.5 Disposal of Waste mechanism will be described by the prospective bidder in writing in the implementation plan. Custom arrangements shall be made based on the demand of respective ward. The Waste Treatment will follow the ideology of 4 R's, i.e Refuse, Reduce, Recycle, Rot (Compost)
- 8.6.6 Use of appropriate door to door collection vehicles like pushcarts, tricycles and auto tippers as per the prevalent MSW Manual prescribed by MoUD and following the Solid Waste Management Rules, 2016.
- 8.6.7 Resources available with the Silchar Municipal Board may be borrowed by the prospective Bidder on chargeable basis. Such Charges to be decided by the board.
- 8.6.8 Auto tippers should have a public addressing system to announce about the door to door collection. Pushcarts & tricycles shall have to carry appropriate bell ringing system of permissible decibels to draw attention of the community. All the vehicles (Manual/Mechanical) will have to play the approved jingle related to Swachh Bharat Mission (Urban) continuously while on duty.
- 8.6.9 The NGOs/SHGs/Firms shall maintain a record to keep track of the progress of door to door garbage and User Charge collection and the same shall be submitted monthly along with monthly bills to Silchar Municipal Board else payment will not be processed. The log book shall clearly mention the amount of Wet and Dry waste collected per day. Silchar Municipal Board may ask the NGOs/SHGs/Firms any time for the log book. Failure of submit the log book may lead immediate termination of the NGOs/SHGs/Firms.


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- 8.6.10 Any non-cooperation of public in offering wastes/ find littering garbage / user charges shall be brought to the notice of Silchar Municipal Board with sufficient actionable evidence and the same shall be reported to the Silchar Municipal Board every month along with Action Taken Report.
- 8.6.11 Bio-degradable waste and Non-biodegradable waste shall not be mixed either at the time of collection or transferring the same to the secondary storage point/Transfer Stations.
- 8.6.12 In no case the waste should touch the ground; it is the responsibility of the NGOs/SHGs/Firms that no waste should be scattered around the secondary collection points/Transfer Stations at any point of time. Particularly, minimum one labourer should be kept at the secondary collection points.
- 8.6.13 Waste from all establishments like hotels, vegetable market, vendor, poultry, fish outlets, Vivah Bhawans, etc shall be compulsorily collected without allowing them to throw the waste at untimely hours near the secondary storage points/Transfer Stations.
- 8.6.14 The personnel deployed for door to door collection of segregated waste shall be provided with identity cards and appropriate protective gears like uniforms, gloves, masks etc.
- 8.6.15 The NGOs/SHGs/Firms shall be responsible to collect waste from the commercial and market areas of the particular Ward as fixed by Silchar Municipal Board.
- 8.6.16 In the case of removal of construction and demolition waste, the NGOs/SHGs/Firms will intimate Silchar Municipal Board for providing collection vehicle to the spot after realisation of the user charges. Clearing and disposal of the construction and demolition waste will be the responsibility of Silchar Municipal Board
- 8.6.17 Bulk and other MSW collection and transportation
- a) The bulk waste generators like Apartments, hotels/ restaurants, marriage halls, social gatherings market waste etc., should be compulsorily segregated into: • Bio degradable and • Non- bio degradable waste
 - b) The Implementation plan in Annexure VII should mention disposal strategy proposed to deal with bulk generators.
- i. The NGOs/SHGs/Firms should collect dry-waste generated from the households and commercial establishments regularly and transport the same to the secondary collection points/Transfer Stations.
 - ii. The NGOs/SHGs/Firms shall be responsible for informing Silchar Municipal Board for clearance and safe disposal of dead stray animals and birds in their jurisdiction within 1 hour to designated locations.
- 8.6.18 Collection of user Charge:
- i) The NGOs/SHGs/Firms will collect user charge from each and every households and commercial establishments at the rate approved by Silchar Municipal Board. Silchar Municipal Board will notify from time to time the user charges to be levied to each category of waste generators.
 - ii) The NGOs/SHGs/Firms shall collect the receipt books of the User Charges and use the same to collect user charge. Receipt books will be provided in a set of 5 per ward at a time, new set will only be provided after clearance of account for the previously issued receipt book.
 - iii) The collection statement as well as the counterfoil of the used receipt books will have to be submitted for verification periodically to Silchar Municipal Board.



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iv) Quarterly Performance Appraisal will be done based upon parameters in national/state surveys such as Swachh Survekshan etc. NGOs/SHGs/Firms shall be entitled to receive incentives upto 20 % based upon the performance appraisal for the quarter.

v) NGO/SHG/Firms are to make proper assessment of the ward they are bidding for. Payment to selected NGO/SHG/Firms shall be done only after adjustment of collected and deposited amount against all dues of Silchar Municipal Board. Monthly payment shall be released only if the amount deposited is more than the payment due.

9. Other conditions :

- 9.1 The NGOs/SHGs/Firms shall have to engage waste collectors/ sweepers as per the prevalent MSW Manual prescribed by MoUD and have to comply with the Solid Waste Management Rules, 2016 at all times.
- 9.2 The NGOs/SHGs/Firms shall also be responsible for managing the annual increase in the waste generation due to increase in population and number of households for the entire contract period including roads/ carriage ways including right of way owing to further development of the city.
- 9.3 The Bidder shall submit to Silchar Municipal Board an action plan on how the MSW is collected & transported, the routing of Push carts, Tricycles and Auto Tippers, and shall give proper directions regarding the same to engage workers & Drivers. The NGO/SHGs/Firms shall submit the plan of execution clearly in marking on map and write up.
- 9.4 The NGOs/SHGs/Firms has to furnish Silchar Municipal Board the work mobilization chart within 7 days from the date of issue of LOA and before agreement is signed to the satisfaction of Silchar Municipal Board , clearly stating how the NGOs/SHGs/Firms intends to go about with the contract, mentioning the time frame, the methodologies and route map.
- 9.5 The NGOs/SHGs/Firms shall obtain all necessary and obligatory licences from the concerned authorities and abide by it like labour licence etc. The intending NGOs/SHGs/Firms are responsible for maintaining the labour force, as per the applicable laws of the land.
- 9.6 It is the responsibility of the NGOs/SHGs/Firms to pay all kinds of taxes as per Government Rules on top priority.
- 9.7 The successful bidder shall engage labourers above 18 yrs of age and in no case shall engage child labourers otherwise the Contract Agreement is liable to be terminated. They shall also follow all other relevant acts regarding welfare of workers.
- 9.8 The Operation of tools and vehicles including POL will be responsibility of the NGOs/SHGs/Firms at their own cost. Maintenance of these tools, equipments and vehicles will be the responsibility of NGOs/SHGs/Firms .
- 9.8.1 NGOs/SHGs/Firms shall purchase tools, equipments, tricycles, thelas, hand cart etc. from their own source.
- 9.8.2 Silchar Municipal Board resources may be borrowed on chargeable basis.
- 9.9 The NGOs/SHGs/Firms shall provide dedicated manpower and the work force should be acceptable to Silchar Municipal Board. In case of contingency, the NGOs/SHGs/Firms should have reserve manpower to deploy as per the requirement.
- 9.10 The NGOs/SHGs/Firms has to ensure that all the SWM vehicles are washed and disinfected at least once in a week.
- 9.11 The NGOs/SHGs/Firms shall make all efforts to motivate the workers in the use of all safety equipments and protective gears compulsorily and shall have awareness program periodically.


Executive Officer
Municipal Board

- 9.12 The NGOs/SHGs/Firms shall engage requisite number of supervisors and provide them with mobile phones so that they can be contacted. Their mobile number shall be made available to the Silchar Municipal Board which shall make the numbers public. The numbers are to remain operational during working hours of concerned supervisor.
- 9.13 Prompt attention to complaints, grievances, and emergency situations including festival seasons.
- 9.14 There should be co-ordinated efforts to create public awareness.
- 9.15 The NGOs/SHGs/Firms shall establish an office in the Wards where they operate and the communication facilities shall be made available to Silchar Municipal Board officials.
- 9.16 The NGOs/SHGs/Firms shall provide a place in each Ward to keep the auto tippers/tricycle/ pushcarts etc. in order to avoid the auto tippers /push carts/tricycles etc. from being left on the roadside.
- 9.17 Report non-compliance of MSW management practices by waste generators to the Silchar Municipal Board.
- 9.18 Maintain a complaint register for registering the grievances of the waste generators and other stakeholders.
- 9.19 Any complaints of garbage collection not satisfactorily attended shall be liable for the penalty as per the penalty clause in Schedule.
- 9.20 The NGOs/SHGs/Firms shall provide Photo identity cards for all its employees indicating the name, address, age, Area number, etc to be authenticated by Silchar Municipal Board.
- 9.21 It will be the responsibilities of the NGOs/SHGs/Firms to keep a count of Number of Households in their respective Areas. For this purpose, a record in the form of a datasheet must be kept. This datasheet is to be signed by each house owner which is verifiable by Silchar Municipal Board.


10. Health & Safety Equipments :

- 10.1 The NGOs/SHGs/Firms shall make an arrangement to clean all the tools, equipments and vehicles once in two days to avoid communicable diseases to workers
- 10.2 The NGOs/SHGs/Firms Shall make arrangement for health check up of all workers once in three month.

11. Responsibility of Silchar Municipal Board:

- 11.1 Silchar Municipal Board will be responsible for notifying the schedule of user charge to be collected from each category of waste generators.
- 11.2 Supporting the approved waste disposal plan submitted by prospective bidders. The additional requirements as per MoUD MSW manual shall have to be met by NGOs/SHGs/Firms. The Operation & Maintenance, POL & replacement of vehicles will be the responsibility of NGOs/SHGs/Firms.
- 11.3 Silchar Municipal Board will provide one vehicles if available to the registered NGOs/SHGs for collection of door to door garbage where depositing Security amount is mandatory by NGOs/SHGs as per terms and conditions laid down by Silchar Municipal Board.

12. Special Condition of Contract:


Executive Officer
Silchar Municipal Board

12.1. Workers:

- a) The NGOs/SHGs/Firms shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all workers and Supervisors, and for their payment. The NGOs/SHGs/Firms shall, if required by the Silchar Municipal Board, deliver to the Silchar Municipal Board a return in detail, in such form and at such intervals as the Silchar Municipal Board may prescribe, showing the numbers of the several classes of workers, with their details from time to time employed by the successful Bidder for the said work and such other information as the Silchar Municipal Board may require.

12.2 Compliance with labour regulations:

a) During continuance of the contract, the NGOs/SHGs/Firms shall abide at all times by all existing labour enactments and rules made hereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The NGOs/SHGs/Firms shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/byelaws/Acts/Rules/regulations including amendments, if any, on the part of the NGOs/SHGs/Firms, the Engineer/Employer shall have the right to deduct any money due to the NGOs/SHGs/Firms including his amount of performance security. The Employer/Engineer shall also have right to recover from the NGOs/SHGs/Firms any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

- b) The Employees of the NGOs/SHGs/Firms in no case shall be treated as the employees of the Silchar Municipal Board at any point of time.

12.3 Compliance with Solid Waste Management Rules, 2016


The NGOs/SHGs/Firms shall take all reasonable steps to comply the Solid Waste Management Rules, 2016 during the execution of the contract.

12.4 Protection of Environment:

The NGOs/SHGs/Firms shall take all reasonable steps to protect the environment on and off the field and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the NGOs/SHGs/Firms shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

12.5 The NGOs/SHGs/Firms will keep close liaison with Silchar Municipal Board and District Administration, Cachar for proper functioning of the garbage disposal in a hygienic manner.

13. Penalty / Termination :


Executive Officer
Silchar Municipal Board

- i) If the NGOs/SHGs/Firms scores poorly on 2 Quarterly reviews, their contract agreement will be cancelled forthwith. First poor review will automatically be considered as warning, and no separate warning notice will be issued.
- ii) The NGOs/SHGs/Firms must submit monthly report of covering of household, commercial establishments along with collection statement of user charges along with their monthly bill.
- iii) Silchar Municipal Board shall conduct internal audit of the NGOs/SHGs/Firms every half-yearly and NGO shall cooperate during the audit.
- iv) NGOs/SHGs/Firms shall submit an internal audit reports of their books of accounts to Silchar Municipal Board duly certified by a Chartered Accountant every half yearly. If the internal audit reports are not submitted by the NGOs/SHGs/Firms , their monthly payments will be held up for want of Audit Report.
- v) Penalty of 5% of the bidding amount shall be charged for poor grading for any quarter and subsequently penalty of 10% and termination for non-performance in second quarter.
- vi) Any kind of financial irregularities will lead to the outright termination of the concerned NGOs/SHGs/Firms . The team constituted by the Silchar Municipal Board for this purpose to investigate the matter and based on the report of the Committee, Silchar Municipal Board will take action for termination and penalty accordingly.
- vii) If at any point of time the Silchar Municipal Board finds out that counterfeit Receipts are being used by NGOs/SHGs/Firms , then the Contract Agreement of the NGOs/SHGs/Firms will be terminated forthwith and Criminal proceedings will be lodged against the concerned NGOs/SHGs/Firms .
- viii) There shall be regular surveying of the area by the authority or its representative where 30% of the total households will be randomly verified for performance of the NGOs/SHGs/Firms and out of the 30% if the service to 50% household of the area is found either irregular or not covered, then the contract agreement will be terminated immediately.

N.B.: Performance, here, shall mean the NGOs/SHGs/Firms shall maintain the primary collection of the Area as per the prevalent Solid Waste Management Rules, 2016.


Executive Officer
Silchar Municipal Board

Annexure III

Covering Letter
(On the Letter-head of the Bidders)

Date:

To

The Executive Officer,
Silchar Municipal Board,
Cachar, Assam

Sub: Municipal Solid Waste Management

Ref: Your notification No. _____ dated _____

Sir,

Being duly authorised to represent and act on behalf of (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the bid on behalf of (Name of Bidder) for the Service contract with the details as per the requirements of the bid, for your evaluation.

We confirm that our Proposal is valid for a period of 180 days from [insert Proposal Due Date)

Yours faithfully,

For and on behalf of (Name of Bidder)
Duly signed by the Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)


Executive Officer
Silchar Municipal Board

Details of Bidder

(On the Letter Head of the Bidder)

1.

- a) Name of Bidder
- b) Address of the office(s)
- c) Date of incorporation and/or commencement of Business/activities.
- d) Registration number of the NGO/SHG/FIRM
- e) Date of Registration and year.

2. Brief description of the Bidder's main lines of business/activities:

3. Details of individual(s) who will serve as the point of contact / communication for Silchar Municipal Board with the Bidder:

- a) Name :
- b) Designation :
- c) NGOs/SHGs/Firms /Firms:
- d) Address :
- e) Telephone number :
- f) E-mail address :
- g) Fax number :
- h) Mobile number :

4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder:

- a) Name :
- b) Designation :
- c) NGOs/SHGs/Firms /Firms:
- d) Address :
- e) Telephone number :
- f) E-mail address :
- g) Fax number :
- h) Mobile number :


Executive Officer
Silchar Municipal Board

**Format for Anti-Collusion Certificate
Anti-Collusion Certificate2**

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby certify and confirm that in the preparation and submission of our bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal. Dated thisDay of, 2022.

(Name of the Bidder)

.....

(Signature of the Authorised Person)

.....


(Name of the Authorised Person)


Executive Officer
Sichar Municipal Board

Detailed Requirement for Technical Bid

Sl No.	Eligibility Criteria	Supporting Document	Marks
1	The NGOs/SHGs/Firms /Firms should have preferably previous experience in Municipal Solid Waste Management or other social activities like disaster management, plantation, sanitation, health camps and other environment related activities, etc. The NGOs/SHGs/Firms /Firms experienced as mentioned will get preference only if documents submitted in favour of this.	Submit copy of the contract/work order with any municipality or any service provider in support of experience if any in the areas of municipal solid waste management or similar social activities. Also Submit pictures supporting such activities.	15
2	The NGOs/SHGs/Firms should have adequate man power and resource person with relevant qualification and experience	Submit list of manpower (senior management and field level) available in organisation to show ability to carry out similar nature of assignment.	15
3	Implementation plan and innovative ideas in waste management (as per Annexure VII). The NGO shall submit the plan of execution by mentioning Road wise, ward wise detailed plan. This execution plan should include map of the area/part applied along with man power plan as per Solid Waste Management Rule 2016	Submit by writing	20
4	Resources Available	Resources available for Waste Collection (Tricycle, Hand Cart, etc.).	20

Note: Technical Bid scoring 70 marks out of total 100 as indicated above will be considered as qualified bidder and 30 marks is covered for Personal Interview.


Executive Officer
Silchar Municipal Board

Implementation Plan

The Implementation Plan to be furnished by the Bidder shall comprise:

1. Proposed Strategy:

- a. Process management diagrams for
 - i) Door to door collection of Municipal solid waste and transportation to secondary collection points/Transfer Stations(to be decided mutually between the bidder and SMB in agreement) and then dispose the wastes.
- b. Mechanism for primary collection and source segregation of waste.
- c. Strategy to target the bulk waste generators like apartments, commercial establishments etc.
- d. Waste disposal mechanism
- e. Map showing Execution Plan
- f. Capacity building and training: the Bidder shall impart training for his staffs within first month of award of contract and thereafter periodically once in six months under the prior intimation to the Silchar Municipal Board.


2. Infrastructure & Manpower Requirement estimation (As per Solid Waste Management Rule 2016) The bidder will estimate the equipment and manpower requirement based on the implementation plan for a particular ward the bidder is applying for:

a) Equipment

Ward no		
Sl no	Item	Number Required
1	No of push Carts required	
2	No of Containerised Carts required	
3	No of Auto vans required	
4	Spade	
5	Shovel	
6	Fork	
7	Any other	

b) Manpower

Sl No	Item	Number Required
1	No of push cart operators and helpers to be deployed	
2	No of Containerised tricycle operators and helpers to be deployed	
3	Supervisory Staff	
4	Any other (please specify)	


Executive Officer
Silchar Municipal Board

c) Timings

Sl No	Activity	Time schedule
1	Daily door to door collection - Households - Commercial establishments	
2	Collection from markets	
3	Disposal of waste to secondary facility	

3. Awareness campaign

- a. Number of awareness campaign envisaged
- b. Mode of awareness campaign
- c. Proposed budget for awareness campaign

4. Explain mechanism for addressing emergency situation

5. Innovative ideas in Solid Waste Management

Note:

1. The intending bidder should have visited the Ward on its own before submission of the bid and have the first hand knowledge of the prevailing condition of the Area.

2. The successful bidder should strictly follow the Solid Waste Management Rule 2016 and Bylaws of Silchar Municipal Board and plan shall be submitted accordingly. If any discrepancy found the successful bidder will be terminated immediately.


Executive Officer
Silchar Municipal Board

Financial Proposal

WARD NO: _____

To

The Executive Officer
Silchar Municipal Board
Cachar: Assam

Sub: Municipal Solid Waste Management

Ref: Your Notification No. _____ dated _____

Sir,

Having gone through this bid document and having fully understood the Scope of Work and Terms and Conditions as set out by Silchar Municipal Board in the bid document for door to door collection of Municipal Solid Waste and transportation and disposal of Municipal Solid Waste to Secondary collection points/Transfer Stations, we are pleased to inform that we would offer our financial proposal for Ward No. _____ as follows:

Sl no	Item	Financial Offer	
		(Rs. in figures)	(Rs. in words)
A	Cost per household per month to carry out the Scope of Work		


We have reviewed all the terms and conditions of the Re-invitation for Bids including the Form of Agreement and would undertake to abide by all the terms and conditions contained therein. I / we hereby declare that there are, and shall be, no deviations from the stated terms in the bid document.

Yours faithfully,

For and on behalf of (Name of Bidder)

Duly signed by the Authorised Signatory of the Bidd

(Name, Designation and Address of the Authorised Signatory)


Executive Officer
Silchar Municipal Board

CONTRACT AGREEMENT

This AGREEMENT entered into on this the Day of Two Thousand and Twenty Three at Silchar for a period of Two years;

BETWEEN

Silchar Municipal Board as "SMB" represented by its "Executive Officer" which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns) having its office at Silchar ; OF THE ONE PART

AND

....., (hereinafter referred to as "the Service Provider" which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns), OF THE OTHER PART

WHEREAS:

A. Management of Municipal Solid Waste (MSW) is an obligatory function of Silchar Municipal Board, and Silchar Municipal Board is presently carrying out these functions.

B. Silchar Municipal Board invited competitive bids from eligible bidders to carry out the following activities in accordance with the Solid Waste Management Rules, 2016 (hereinafter referred to as "the Service Contract"):


a) Door-to-door collections of segregated (wet and dry waste separately) Municipal Solid Waste (MSW) on a daily basis from Ward number..... and transportation of the collected waste to the secondary collection and disposal of waste.

b) Collection of segregated MSW from the bulk generators and its transportation to secondary collection points/ Transfer Stations.

c) Collection of User Charges from the households and other commercial establishments as per the rates notified by Silchar Municipal Board from time to time.

C. In response, Silchar Municipal Board received bids from several bidders and after evaluation thereof, accepted the bid submitted by the Service Provider received bids from several bidders and after evaluation thereof, accepted the bid submitted by the Service Provider received bids from several bidders and after evaluation thereof, accepted the bid submitted by the Service Provider

D. In pursuance thereto, , Silchar Municipal Board hereby grants and authorises the Service Provider to carry out the aforesaid activities in accordance with the terms and conditions of this Agreement. hereby grants and authorises the Service Provider to carry out the aforesaid activities in accordance with the terms and conditions of this Agreement.


Executive Officer
Silchar Municipal Board

postponement/non exercise/ delayed exercise of any of its rights by Silchar Municipal Board or any indulgence shown by Silchar Municipal Board to the Service Provider and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by or Silchar Municipal Board any indulgence shown by Silchar Municipal Board, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

4. This Guarantee shall be irrevocable and shall remain in full force and effect until 2 years unless discharged/ released earlier by Silchar Municipal Board in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs.

5. This Guarantee shall not be affected by any change in the constitution or winding up of the Service Provider/the Guarantor or any absorption, merger or amalgamation of the Service Provider/the Guarantor with any other person. 6. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee.

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

SIGNED AND DELIVERED

by _____ Bank
by the hand of Shri _____
its _____ and authorised official


Executive Officer
Silchar Municipal Board

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

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

In favour of

Silchar Municipal Board represented by the Commissioner, and having its office at [insert address of Silchar Municipal Board] hereinafter referred to as "Silchar Municipal Board", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

A. By the Agreement ("the Agreement") dated ----- entered into between Silchar Municipal Board and [insert name of Successful Bidder], having its registered office/ permanent address at [insert address], ("the Service Provider"), the Service Provider has agreed to provide services for management of MSW and street sweeping, (hereinafter referred to as "the Service contract").

B. In terms of the said Agreement, the Service Provider is required to furnish to Silchar Municipal Board, an unconditional and irrevocable bank guarantee for an amount of Rs] as security for due and punctual performance/discharge of its obligations under the Agreement, relating to the execution of the Service Contract.


C. At the request of the Service Provider, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Service Provider of its obligations relating to the Service Contract.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by Service Provider of all its obligations relating to the Service contract and in connection with execution of the Service contract as envisaged in the Agreement.

2. The Guarantor shall, without demur, pay to Silchar Municipal Board sums not exceeding in aggregate Rs. 1,00,000.00 (Rupees One Lakh Only) within 30 calendar days of receipt of a written demand therefore from Silchar Municipal Board stating that the Service Provider has failed to meet its obligations under the Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Service Provider or validity of demand so made by Silchar Municipal Board and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Service Provider or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

3. In order to give effect to this Guarantee, Silchar Municipal Board shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the 50 | P a g e extension of time for performance granted to the Service Provider or


Executive Officer
Silchar Municipal Board

postponement/non exercise/ delayed exercise of any of its rights by Silchar Municipal Board or any indulgence shown by Silchar Municipal Board to the Service Provider and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by or Silchar Municipal Board any indulgence shown by Silchar Municipal Board, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

4. This Guarantee shall be irrevocable and shall remain in full force and effect until 2 years unless discharged/ released earlier by Silchar Municipal Board in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs.

5. This Guarantee shall not be affected by any change in the constitution or winding up of the Service Provider/the Guarantor or any absorption, merger or amalgamation of the Service Provider/the Guarantor with any other person. 6. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee.

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

SIGNED AND DELIVERED

by _____ Bank
by the hand of Shri _____
its _____ and authorised official