**MUNICIPAL CORPORATION BATHINDA**

**NOTICE INVITING TENDER**

Name of Work: ROAD SCRAPING AND BRUSHING ON VARIOUS ROADS UNDER MUNICIPAL CORPORATION, BATHINDA .

Estimated Cost: Rs.49,45,000.00 Earnest Money Deposit: Rs: One Lac only

Duration: One Year Sale of Tender Documents: From 17.07.12 to 05.08.12(up to14 00 hrs on 05.08.2013)

Date of Submission of Tenders: 05.08.13 up to 1500 hrs, Cost of Tender Document: Rs500 (Non Refundable)

The Contractor shall have to enclose the following documents along with the Tenders:

1. Last three years Income Tax Clearance Certificate.

2. List of similar work executed in various Municipalities / Organizations.

These documents should be submitted in advance i.e. prior to opening of tenders. Tenders of the firm, whose above mentioned documents are not received prior to opening of tenders, shall be rejected/not considered. Detailed Terms & Conditions and qualification criteria can be seen from the o/o the undersigned on any working day or visit website mcbathinda.com. The Tender Form can also be uploaded from Punjab Government official website www.etender.punjabgovt.gov.in. Only e-tenders shall be accepted.

Corporation Engineer

Municipal Corporation, Bathinda

**MUNICIPAL CORPORATION BATHINDA**

Name of Work: ROAD SCRAPING AND BRUSHING ON VARIOUS ROADS UNDER MUNICIPAL CORPORATION, BATHINDA.

TERMS AND CONDITIONS

1. The period of operations shall be one year from date of start of work.
2. The interested party has to enclose the Earnest Money Deposit (EMD) amounting to Rs1,00,000 (Rupees One Lac Only) in form of Call Deposit Receipt or Fixed Deposit Receipt from Scheduled Bank in the name of Commissioner, Municipal Corporation, Bathinda. The Tender received without EMD will be summarily rejected.
3. The Contractor shall have to enclose the following documents along with the Tenders;
	1. Last three years Income Tax Clearance Certificate.
	2. **List of similar work executed in various Municipalities / Organizations.**
	3. List of tools and plants, equipments / vehicles etc available for lifting and disposal of the garbage.
4. If more than one person in form of Company / Partner is taking part in the proceedings of tender, they have to produce Partnership Deed duly executed before the Competent Authority and Authority letter in favour of any one partner to sign the tender documents and accept the offer and same should be binding to other co-partner.
5. The tenders of the person(s) / Organizations(s) for the work / operation who are having experience of at least one year or more of such type of work shall only be considered.
6. The Contractor shall engage labourers/drivers and other people required for the work (road scraping and brushing including its disposal at nearest Secondary collection points) in sufficient number One Labourer for every 300m of road length on each side of central Verge). The Contractor shall deploy additional adequate staff for weekly rest to be given (15%) and for leave reserve (10%).The Contractor shall also make arrangement of their own vehicle/wheel barrows etc. required for the purpose and it will be their sole responsibility for maintenance etc. However the equipments/wheel barrows etc whichever available with the Municipal Corporation, Bathinda will also be available for the Contractor on issue rate as will be decided separately by the Municipal Corporation. In case of breakdown of any vehicle, the Contractor shall have to arrange other vehicles immediately and shall have to take all care to avoid any disturbance in such services as per the Memorandum of Agreement / Contract.
7. The Contractor shall also make arrangements of their own vehicle/wheel barrow etc. required for the purpose and it will be their sole responsibility for maintenance etc. However, equipments/wheel barrows etc. whichever available with the Municipal Corporation will also be available for the Contractor on issue rate which shall be decided mutually.
8. In case of any accident with vehicles of Contractor during the course of execution of the agreement/work or any accident with the labourer during the course of such operation, the responsibilities of such cases/accident shall remain at the part of the Contractor. Municipal Corporation shall not be responsible for any kind of accident with vehicles or with the labourers engaged for this job by Contractor or for any death or bodily injury caused to any person by accident.
9. The Contractor at his own risk and cost shall have to grant benefit of leave, pay, emoluments etc. to the labours as per the law in force. In case of any loss to the Department due to the breach of any conditions of the labour license/act from the part of the Contractorand such losses shall be recovered from the Contractor. If required the same can be recovered by the Department from the Contractor as deemed fit.
10. The staff of Department including the superior authority shall oversee the operation of works carried out by the Contractor any time at and Contractor shall be bound to obey all the instructions received from them from time to time.
11. 10% of monthly bill amount shall be retained with the Department from every monthly bill as retention money, which shall be refunded after the expiry of contract period.
12. In case of breach of any condition of the contract by the Contractor or if the work of the Contractor is found unsatisfactory by the Department, such contract of the Contractor shall be terminated by the Department by giving one month’s notice to the Contractor without assigning any reason.
13. The Contractor shall undertake all works related to Road Scraping and Brushing and disposal of the same in scientific manner as a part of the essential services and hence the Contractor cannot stop such works on the pretext of any objection/s raised by them / him except due to unrest of labor unions.
14. However, in case the Contractor stop the work/operations either partly or fully during the agreement period, the Department reserves the right to get such work/s/operation executed through any other sources at the risk and cost of the such defaulted Contractor and the penalty shall be recovered as mentioned under clause 20 & 21 here under, I the amount is not recovered from the deductions in Running Bills, the same shall be recovered from Retention Money and or EMD deposited by the Contractor. Any additional payment which has to be paid to execute the work under such circumstances for such works/operation the said amount shall be recovered from the pending bills/ deposit/any other works of the Contractor.
15. If the Contractor is found to execute any offensive work/ activities not covered in the contract agreement /conditions, instructions, the proportionate amount of such works shall be recovered as penalty from the running bill payable to the Contractor**.**
16. The Contractor shall have to take all care during the course of works/operation so that the other traffic, adjoining properties, articles are not damaged and the vehicles engaged by Contractor for such works/operation shall not create any hindrances for traffic and general public. In case of any drops/fall of garbage/dust/earth etc. from the vehicle on the road during the course of transportation, the same shall be lifted by the Contractor immediately. The garbage/dust etc. loaded in vehicle shall be covered properly with tarpaulin sheet during its transportation.
17. The Contractor has to start the works/operation as per the tender terms, conditions and specifications /agreement within 30 days of issue of Work Order.
18. Any dispute of civil or criminal nature shall be within the jurisdiction of the local Court of Bathinda for works undertaken by the Contractor for Bathinda area.
19. In case of any dispute in terms of interpretations of agreement/contractor, the Commissioner, Municipal Corporation, Bathinda shall be the sole arbitrator and his decision in such cases shall be final and binding to all Parties.
20. The Contractor shall have to take all care to avoid any accident during the course of work/operation for which required fencing, light, instruction boards etc are to be provided on works site at the cost of the Contractor himself. It shall be the sole duty of the Contractor to handle such cases at his own cost and pay the damages / compensation payable if the Court or any other competent authorities may decide/order. The Department / Municipal Council shall not be responsible for such cases/incidents or for payment of any damages/compensation which may occur on such incidents.
21. The works/operation for road scraping and brushing and disposal of same is a part of essential service of Public Health, hence the Contractor shall not postpone or close/stop such works in any circumstances/under any pretext except natural calamities and unrest of labor unions. If such day to day works is not found satisfactory, then the penalty at the following rate shall be charged from the Contractor and such penalty shall be recovered from the running bill or as per the condition of the contract.
	* 1. Not scraping and brushing of any road (partly or completely) double the amount of full day work to be paid to the Contractor for such category of work.
		2. Non lifting and disposal of collected waste (partly or completely) within three hrs of collection/on receipt of the compliant (for lifting and disposing of waste) Rs 500**/-** per complaint.
		3. The Contractor shall deploy one of his representatives in the complaint redress cell(at Toll free No. 1800 180 2626) of Municipal Corporation, Bathinda to address the complaints received regarding Road Scraping, brushing and its disposal.
22. If the Contractor fails to execute the works of brushing and scarping of road works and for non lifting of any garbage as per the terms, conditions and specifications, such works shall be penalized at the rate two times of the allocated rate of the Contractor in accordance with area rate per unit. For example, if 50m road length is not cleaned properly; the money payable for 100m length shall be deducted from the monthly bill. The Contractor shall have the opportunity to place his grievances if any regarding the penalty imposed within seven days to the Commissioner, Municipal Corporation, Bathinda who will hear both the parties and his decision will be final and binding to both the parties.
23. The Contractor shall have to undertake all works of road scraping and brushing during all festivals like Holi, Lohri, Navratri, Raksha Bandhan, Karva Chauth, Diwali, Guru parab, Eid, Christmas etc invariably, failing which double penalty shall be charged from the Contractor for not undertaking the work on such days. Only on three national holidays in a year i.e. Independence Day, Republic Day and Gandhi Jayanti, Contractor is allowed for no work. However the Contractor will be given an opportunity to be heard as per the procedure mentioned vide Clause (21) here above.
24. The penalty shall not be charged to the Contractor in case the work is closed due to curfew, flood and flood like situation, cyclone and during any natural calamities, but the Contractor shall carry out all the work with extra time and staff if needed, during post-calamity in the affected area.
25. The Contractor shall carry out the day to day road scraping and brushing works of road divider, road sides and road gully chambers (within 150m width) etc. failing which Rs 50/- per Road Gully Chamber per day shall be penalized. The scrapped/brushed materials like dust, garbage, bricks bats, pebbles etc. shall not be stacked in the open space of road divider.
26. The scrapping, brushing is to be carried out in right of way of the road including side soldering area. Payment shall be calculated as mentioned in estimate of the work.
27. The timing for the Contractor for all the work/operation shall be 05.00 A.M. to 11.00 A.M. daily including Sundays and Public Holidays. However, if the above time is not suitable or inconvenient, the Contractor may approach the Commissioner, Municipal Corporation, Bathinda and whose decision shall be final and binding. However in case of emergency and/or any sort of urgency this period can be extendable with the prior permission of the Municipal Corporation.
28. The Contractor shall have to obey strictly the provision of Minimum Wage Act and Child Labour Act and any other relevant Act / Rules applicable for this contract. The responsibilities on violation of these acts shall be of the Contractor. The Municipal Corporation shall not be responsible or liable for any act of emission or omission by the successful bidder.
29. Service Tax, Labour/Education Cess or any other tax leviable at present by State/ Centre Govt. or any other such tax imposed by state/ Centre Govt. in future shall be borne by the Contractor and the same shall be deducted from payments as per Govt. guidelines in this regard.
30. The rates/tender cost for the works/operation/cost of work offered by the Contractor is inclusive of taxes and all other cost of all tools and plants, materials, transportation, labours, cost of all nature of risk factors, loading, unloading, including the cost of materials and labours for disposing the garbage, vegetation etc at the Secondary Collection Points in a scientific manner and as directed by the officer in charge. Any littering found outside the bins on any day during 06 00 hrs to 18 00 hrs shall attract penalty @ Rs1000per point.
31. The Contractor shall provide at his own risk and cost all required uniforms, safety jackets with reflectors, gumboots, hand glows, raincoat etc to the labourers including drivers engaged on works. Such uniforms shall be approved by the Department in advance.
32. That the rates/cost of work per year offered by the Contractor shall be valid and operative for one year, however this can be extended for further period as per Mutual Agreement.
33. The Municipal Corporation, Bathinda reserves the rights to add, amend or alter any of above Conditions in public interest after giving an opportunity to the successful bidder of being heard. The decision of the Commissioner, Municipal Corporation, Bathinda shall be final and binding on the Contractor.
34. The Municipal Corporation, Bathinda reserves the rights to accept or reject any or all the tenders without assigning any reason thereof.
35. The interested party has to offer the rates in prescribed tender form which is to be obtained from the office of Municipal Corporation, Bathinda on payment of Tender fees of Rs 500.00.

**Commissioner**

**Municipal Corporation, Bathinda**