

Berhampur Municipal Corporation, Berhampur

No 14656/F9-IV-30/2017

Date 04.08.2017

Corrigendum to tender call notice no. 14435 dated. 31.07.2017

The Berhampur Municipal Corporation, Berhampur have issued a tender call notice vide No. 14435, dated. 31.07.2017 for the purpose of engagement of labourers, vehicles and machinery on hired basis to undertake the sanitation activities for 11 nos. of wards. The original tender call notice is accordingly changed incorporating the changes mentioned in this corrigendum as follow.

1. The period of contract shall be for 3 years instead of 2 years.
2. The heading content of column 2 of table 1 where the matter “ {excluding the cost of items mention in column 4 & 5 }” may be read as “ {excluding the cost of items mentioned in column 6 & 7 }”
3. The SD Amount should be Rs. 2060160/- instead of Rs. 4721200/-
4. For the other changes, as the terms & conditions were uploaded in the website of Berhampur Municipal Corporation, Berhampur i.e. www.berhampur.gov.in while issuing the original DTCN, the changes on some points to the said terms & conditions are uploaded by revising in the webpage as a part of this Corrigendum which may be gone through.

Sd/04.08.17
Commissioner,
Berhampur Municipal Corporation.

Memo No 14657

Date 04.08.17

Copy submitted to the Director, Municipal Administration-cum-Ex-Officio Additional Secretary to Govt. H & U.D. Department. Odisha. Berhampur for favour of kind information.

Sd/04.08.17
Commissioner,
Berhampur Municipal Corporation.

Memo No 14658

Date 04.08.17

Copy submitted to the Collector, Ganjam, Chatrapur/Sub-Collector, Berhampur/ Tahasildar, Berhampur for favour of information with a request to display a copy of this notice with the annexure in their office notice board for wide circulation.

Sd/04.08.17
Commissioner,
Berhampur Municipal Corporation.

Memo No 14659

Date 04.08.17

Copy to Office Notice Board for wide publication and for information and necessary action of all concerned.

Sd/04.08.17
Commissioner,
Berhampur Municipal Corporation.

Memo No 14660

Date 04.08.17

Copy to the Advertising Manager, The Prameya, The Dharitri, The Sambad, The Indian Express with a requested to publish Corrigendum notice in their daily news paper for one day and to submit the bill in duplicate for payment.

Sd/04.08.17
Commissioner,
Berhampur Municipal Corporation.

Berhampur Municipal Corporation, Berhampur

Ref. Tender Call Notice No. 14435

Dt.31.07.2017

General Term and Conditions:

- The cleaning of road including lanes and by lanes will be done thrice a day from 4.00 A.M to 9.00 A.M. & 3.00 P.M. to 6.00 P.M & in case of night sweeping of Main Road and Bazar area Roads from 10.00 P.M to 12.00 Midnight or as per the direction of Health Officer/ Commissioner. The work should be done by combinedly using specified labourers, vehicle, machinery, equipments etc.
- There should be minimum 40% of the Male sweepers strength during morning & afternoon sweeping and 100% male strength at night sweeping.
- The Drains should be cleaned & de-silted regularly.
- Disinfectants, such as bleaching powder / Mosquito oil should be sprayed supplied by BeMC.
- The Tenderer should arrange requisite Nos. of Labourers as indicated and would pay wage Rs. 210/- per day to each Labour.
- The Tenderer should quote their rate per month along with statutory dues such as EPF & ESI etc. as applicable (which will be reimbursed on production of original deposit challans) otherwise it will be presumed that the rate quoted inclusive of all statutory dues. The format of Financial Bid are as follows:

TABLE-2

| | | | | |
|--|----------|----------|---|---|
| Providing cleaning and Sanitation work at day & night time such as sweeping, cleaning of roads, cleaning of drains, bush cutting, collection including door to door collection from residential households and commercial establishments, segregation and transportation of garbage to designated points of Berhampur Municipal Corporation by using labourers, vehicle and sweeping machine and other equipments. | | | | |
| Quoted rate for Labourers etc against the description mentioned in Col. 2 of the Table-1(in Rs.) | EPF | ESI | Quoted rate for vehicle etc. against the description mentioned in Col. 6 of the Table-1(in Rs.) | Quoted rate for machinery etc. against the description mentioned in Col. 7 of the Table-1(in Rs.) |
| 1 | 2 | 3 | 4 | 5 |
| In figure: | | | In figure: | In figure: |
| IN WORD: | | | IN WORD: | IN WORD: |

- The tender should reach the undersigned by RP/Sped post only. The undersign will not be responsible for delayed receipt.
- The tenderer should provide two nos. of uniform flourscent jackets to each labourer of Navy Blue colour.
- The Corporation will provide wheel barrow and Tricycles.
- Cleaning equipments such as Jhadu, Sura, Belcha, Spade, Angle Canta, Crow Bar, Knife etc. will be supplied by the tenderer as per requirement.
- Whenever the Govt. of Odisha will enhance the minimum wages the Authority shall pay the differential amount of enhance wages to the Firm / Agency / Organization with respect to the number of labours engage ward wise.
- The lowest tenderer is to execute the agreement on receipt of the work order as per the terms & conditions as laid down by the authority.
- The tenderer should submit the quotation along with the required Bid Cost, S.D. in shape of NSC/ Term Deposit.
- Any dispute is to be sorted out by addressing to the forum as decided by the Corporation.
- The authority reserves the right to reject any or all the quotations without assigning any reason thereof.

1.1 Eligibility Criteria:

The Technical Bid shall be accompanied with self attested photo copy of following requisite documents properly paged and indexed failing which the Bid shall be rejected outrightly.

- Credibility and Experience Certificate issued from concerned Authority / Employer from a Govt. /ULB/PSU of repute at least for 3/2 years under whom the work is done for performing the similar nature of work i.e. cleaning, road sweeping, drain cleaning, bush cutting & transportation of collected garbage to designated points.
- Average annual financial turnover for similar nature of work to the tune of Rs. 2.00 (Two Crore) for last two Financial Years.
- GST Registration Certificate.
- Organization / Agency / Firm/ Contractor etc. must submit their firm registration certificate from competent authority.
- He should submit EPF Registration Certificate and Month wise EPF deposit challan for minimum 300 nos. of workers for the last one year.
- He should submit ESI Registration Certificate and Month wise ESI deposit challan for minimum 300 nos. of workers for the last one year.
- He should submit Labour Contract Certificate for minimum 300 nos. of workers.
- He should produce the documents to be effect of ownership of vehicles /possession of vehicles; ownership of the sweeping machinery /possession of sweeping machinery as mentioned.
- He should submit PAN card and VAT clearance certificate (Form 612).
- Solvency Certificate to the tune of Rs. 20 Lakhs issued by the Revenue Department
- Non Conviction Certificate from the Police Authority.
- I.T. Return for the last 2 years.
- Audit Report for last 2 financial years.
- Organization / Agency / Firm having their ISO registration certificate.
- Any report of Poor performance / unsatisfactory Performance such as abandoning of work, not properly completing / performing the work may be a cause of rejection of Bid.

1.2 SCOPE OF THE WORK

The objective of this contract is to ensure an efficient and effective Solid Waste Management within the service area to achieve the service outputs and standards as specified in the ToR and in compliance with recommendation of Municipal Solid Waste Management & Handling Rule – 2016.

The scope shall comprise of but not limited to the following broad components within the service area for existing customers as well as future customers as a result of new development & growth

1. Deployment of resources (hardware, Software and Human ware) as per field requirements and complying to the design standards
2. Collection, cleaning and transportation of waste in the manner as prescribed.
3. Complaint registration and redresses
4. Implementation of tracking & monitoring mechanism
5. Ancillary activities and reporting

6. All such deployment and activities for completeness of the service delivery and achieving the service standards

The total work is divided into five Parts.

1. PART A – Resource Deployment
2. PART B – MSW collection & transportation
3. PART C – Cleaning activities, collection and transportation
4. PART D – Express Cleaning Service
5. PART E – Ancillary activities

2.1 Resource Deployment

The scope of work under this item shall include

- The operator shall deploy adequate number of equipments, vehicles, Tools & Tackles, workshops, manpower (workers, drivers, helpers,), and GPS for enabling effective, efficient and successful operation and maintenance.

- The hardware deployed should be maintained properly including stocking adequate inventory & spares and should be replaced immediately based on requirement for continuance of hassle free service in the most efficient manner.

- All deployment has to be justified through proper calculations based on the field requirement, and shall be consulted with the employer. Consultation or approval by the employer does not exempt the service provider from his responsibility to achieve the required service performance standards and desired outputs. The deployment can subsequently be increased during operation achieve the desired output.

- Express customers and customers with point collection proposal shall have to be provided with individual bins of required capacity.

2.2 MSW collection and Transportation

The scope of work under this item shall include

- Door to Door (House to House) collection of municipal solid waste from all residential areas including commercial/office units within the residential area in the service area, through containerized handcarts/ tricycles/ motorized vehicles and storing of garbage so collected at temporary collection points / road side bins/ designated Garbage Points.

- Point collection of MSW from commercial units, markets, institutions, street vendors, vending zones and storage at temporary bins for further transportation to designated Secondary dumping point or direct transfer to the Chandania.

- All road side dumping of solid waste shall have to be collected irrespective of door to door service or provision of bins.

- The waste collected from the households is to be transported to the identified secondary collection points using auto tippers/tricycles, as per the accessibility of the location and available width of the road.

- Collection and transportation of all types of MSW from the primary storage point/ community bins. Temporary collection points/ garbage points and transfers it to the designated secondary dumping point by means of Hook loaders/containerized covered vehicles/compactors/motorized vehicles /auto tippers etc.

- Door to Door collection of MSW is to be carried out on daily basis at pre-informed time & schedule by utilizing bell or musical alert as per the recommendation of schedule-II of Municipal solid waste Management & Handling Rules, 2016.

- The service provider will make efforts to develop such mechanism of collection and transportation of MSW, which minimizes the need of containers.

- Daily house to house collection of MSW from residential areas will be carried out generally in first shift, but it can be spread in two shifts, if required.

- Daily house to house collection of MSW will be carried out beat-wise/ street wise / as per detail schedule.

- The services of house to house collection and transportation of waste shall be provided on all days of the week, irrespective of any National Holidays, Festivals or local holiday.

2.3 Cleaning Activities, collection and transportation

The scope of work under this item shall include

- Sweeping of main roads, narrow roads, lanes and bi-lanes shall be taken up manually

- Street sweeping and collection from all type of roads on daily basis.

- In case of road is totally closed for renovation/ reconstruction or lying utilities etc the work shall be carried out by parking the vehicles (auto rickshaw/tricycle/truck) at the nearest accessible place and carrying MSW by handcarts up to the point and back. The service provider shall immediately convey the situation to the nodal officer, Berhampur Municipal Corporation in writing.

- Cleaning of all the drains (including de-silting), conservancy, bush cutting, weeds & other activities pertaining to sanitation, within the service area, once every fortnight.

- Solid Wastes generated by sweeping, drain cleaning (excluding silts), conservancy cleaning, bush cutting, de-weeding, and other sanitation activities are to be transferred and stored in the nearest community bins/ road side bins to be provided by the operator. These shall be transported to Secondary dumping point in a safe and covered container on daily basis.

2.4 Service delivery compliance

- The colour code of the bins shall be strictly as per the recommendation of the Municipal solid waste (management and handling) rule 2016.

- The bins are to be placed and designed, so that they are accessible to the users, easy to operate, easy to transport, not exposed to atmosphere, shall be aesthetically acceptable and user friendly.

- The clearing schedule of the bins should ensure that MSW is cleared at least once in 24 hours.

- There should be no overflow of MSW from the bins due to inadequate capacity or not lifting at scheduled times.

- The operator will ensure that the area around the bins is kept clean at all the times.

- The bins are to be maintained so that there are no breakages, no toppling of bins and no dislocation of covers.

- Dumping of the MSW on floor or ground is prohibited.

- Open dumping points/spots within the service area and littering of MSW on open place/places shall not be allowed.

- The MSW shall not be disposed off/dumped/unloaded at any place other than that specified. **Disposal of waste in any area other than specified will be termed as deficiency of service and such repeated acts may lead to termination of contract.**

- Ensure safe transportation of the collected Municipal Solid Waste in covered container to the designated Secondary points.

- Dry Municipal Solid Wastes like leaves, paper etc. shall not be burnt

- There should be no overflow of garbage/refuse/MSW from the community bins and containers. If the garbage is littered outside the bins/containers for any reason, service provider should appoint workers to lift the waste and keep it inside the bin as soon as possible.

- Surrounding of containers and litter bins in the service area, shall be kept clean and tidy by sweeping around thoroughly and putting the garbage/refuse/MSW into the containers and bins.

- The ground at the place where the vehicles stop for loading shall be cleaned and disinfected with an approved disinfectant.

- The operator should ensure adequate safety for all manpower deployed including required insurance facility.

- The man power deployed by the service provider shall have to wear uniform/apron during working hours bearing the logo of BeMC which have to be approved by the employer.

Exclusions

- Lifting and disposal of carcasses of animals

- Waste handling of slaughter house and fish market

- Collection and disposal of construction waste

- Collection and disposal of bio medical waste

- Transportation of solid waste from transfer station to processing unit/land fill site.

- Segregation of MSW

- Disinfection of drains

2.5 Service Delivery Schedule

The service provider in close consultation with the employer should work out a detail time schedule and should adhere to the same timing. A tentative time schedule/work schedule is indicated below.

| Sl.No | Activities | Time Schedule |
|-------|---|--|
| 1 | Road Sweeping & Drain Cleaning | 4.0 AM to 9.00 AM 3.00 PM to 6 PM & 10 PM to 12 Midnight |
| 2 | House to House collection of MSW from various households | 7.00 AM to 9.00 AM |
| 3 | Collection of MSW from various Collection Point & transportation to designated Secondary Point. | 8.00 AM to 12.00 noon & 12.00 PM to 1.00 AM |

- The Operator shall ensure the presence of his personnel every day at specified time.
- The Operator should ensure same timing as far as possible. However the timing can be modify with prior approval of BeMC Authorities and adequate communication to the affected customers.
- The operator shall ensure operations on all seven days of the week.

2.6 Service delivery performance Criteria:

The performance monitoring and evaluation of service delivery has been institutionalized through Service Level Benchmarking and the purpose and objective of the assignment should be to improve and achieve the National Level Benchmark. With this target as well as the underlying constraints in mind the operator has to achieve the following performance levels.

| Parameter Description | Minimum Achievement Target | Actual monthly Achievement | Non Compliance penalty |
|-------------------------|---|--|---|
| Door to Door Collection | 60% Household level Coverage (Door to Door) | $\frac{(HHS * D - THD)}{(HHS * D)}$ HHS – Total HH in service area D-Days in the month THD – Total HH Covered during the month | 0.5% of monthly bill for every 5% short fall or part thereof, for 1 st month |
| | | | 1% of monthly bill for every 5% short fall or part thereof, for 2 nd month |
| | | | 2.5% of monthly bill for every 5% short fall or part thereof, for 3 rd month onwards |
| | Daily Service | SD/TW SD-Sum of days of service in each ward TW- Total no. wards in service area | 0.5% of monthly bill for every day short fall or part thereof |

| | | | |
|--|-------------------|--|--|
| Street Sweeping | 95% coverage | $LS/(TL*D)$ TL- Total road length in the service area LS- Road sweeping covered during the month D- Days in the month | 0.5% of monthly bill for every 5% short fall or part thereof |
| Drain Cleaning | 95% coverage | $DC/(DL*2)$ DL- Total drain length in the service area DC-Drain cleaning covered during the month | 0.5% of monthly bill for every 5% short fall or part thereof |
| Conservancy cleaning, bush cutting, de weeding | 95% coverage | $CC/(CL*2)$ CL- Total conservancy length in the service area CC- Conservancy cleaning covered during the month | 0.5% of monthly bill for every 5% short fall or part thereof |
| Compliant Redresses | 80% within 24 hrs | CR/TC CR – During the month Total no. of Complaint redressed with 24 hrs. TC – Total complaint received during the month | 0.5% of monthly bill for every 5% short fall or part thereof |

- The service provider in close coordination with employer shall undertake sample survey to access the extent of waste generated. Secondary data from employers past experience can be referred to conclude the assessment. The sample should comprise of all income groups equally spread over the service area and stretched over a period of time, to give a fair average.
- A detail performance monitoring, reporting and evaluation system shall have to be developed in consultation with to employer. The broad outline of the computation procedure is provided in the table above.
- Employer can conduct service delivery assessment and customer satisfaction sample survey within the service area at regular interval to assess the performance.
- All road side dumping of solid waste shall have to be collected irrespective of DTD service or provision of bins.

CONDITIONS OF CONTRACT

3.1 Law Governing the Contract and the Jurisdiction of the Contract:

The contract, its meaning and interpretation and the relation between the parties shall be governed by the applicable law and it shall be subjected to the jurisdiction of the courts of Berhampur

3.2. Headings:

The headings shall not limit, alter or affect the meaning of this contract.

3.3. Effectiveness of Contract:

This contract shall come into force and effect on the date of execution of Contract i.e., signing of agreement and the date of commencement of operation shall be referred as **Effective Date**.

3.4. Commencement of Services:

The operator shall begin carrying out the services, within 60 days of signing of contract. The employer shall hand over the service area (zone under reference) or part of it, as and when the operator demonstrates its preparedness to deliver the service, but no later than the stipulated 60 days for the entire zone.

3.5. Service responsiveness

Subsequent to signing of the contract the operator in consultation with the employer shall prepare and agree upon the following documents

1. Service delivery time schedule in detail (area wise and component wise) only 11 wards
2. Resource deployment schedule only 11 wards
3. Complaint redresses procedure, response time, escalations and compliance reporting (category wise) only 11 wards
4. Monitoring mechanism including contact points, communication, instructions, response time and reporting only 11 wards
5. Performance evaluation mechanism and reporting template only 11 wards.

3.6. Service Period

The operator shall be appointed for integrated MSW Management project, for period of 3 **(three) years** from the effective date. The service shall be provided for all the seven days of a week.

3.7. Service Area

The service area under the ward boundary. The geographical boundary of the service area shall not change even if the ward boundary changes in future for whatsoever reason. Reorientation or redefine of the service area can only be done by mutual agreement of both parties of this contract for 11 wards.

Any new development or growth within the service area are also eligible to get the service and shall be within the scope of the contract for 11 wards.

3.8. Service Standard

The services shall be provided by the operator, as per the recommendation of MSW Rules-2016 and provisions of the agreement.

3.9. Modification:

Modification of the terms and conditions of this contract including any modification of the scope of the services may only be made by written agreement between the parties.

3.10. Accessibility to Employer

The employer shall have access to all the records, instruments, control system, monitoring & tracking system set up by the operator in respect of the service under reference in this contract for 11 wards.

3.11. Client Coordination

The employer shall appoint a nodal officer to oversee the assignment, certify bills and coordinate with the operator and to address issues associated with the service assignment.

3.12. Contract Management Meeting

Contact management meetings and/or review meeting shall be held during 1st week of every month to review the service status and address any issues/bottlenecks relating to the contract.

3.13. Sufficiency of Deployment

a. The entire deployment plan shall have to be presented, discussed and agreed upon by the employer. This process in no case freezes the deployment, quantitatively or qualitatively. Additional reinforcement in deployment should be taken up if required for successful delivery of service.

c. Modification to the deployment plan can be taken up in consultation with and approval of employer, as per field requirement to enhance the service efficiency.

3.14. Equipment deemed to be leased to employer

a. As part of contract price, all the equipments, vehicles, bins, accessories, tools & tackles and other infrastructure deployed for delivery of the service shall be deemed to be leased to employer during continuance of the contract. However the operator shall not have any claim whatsoever for underutilization or idling of the hardware/infrastructure referred above.

b. SWM being a everyday affair and having direct link with citizen health can be treated as a essential service and the relevant provisions of the applicable law can be invoked by the employer at any point of time during currency or termination of the contract, in the greater public interest. No items mentioned above can be shifted out of the municipal limits without prior written permission of the employer.

c. Upon termination of the contract, the equipments, accessories and other infrastructure can only be shifted after taking due permission from the employer.

3.15. Employer's Support

BeMC shall extend all its possible support specified hereunder for ensuring successful service delivery.

1. Provide all information available with employer pertaining to the assignment
2. Official support for coordination/communication with other line departments and service providers.
3. Install a computerized weigh bridge.

3.16 Subletting

Subletting of work in part or full is not permitted without prior written approval of the employer.

3.17. Deficiency in Service

Since SWM service is essential in nature and needs immediate attention, the employer can intervene at any point of time in the greater public interest. In case the employer observes deficiency in service as listed in ToR and/or non compliance to employer instructions, the employer reserves the right to

1. Intervene in the matter to remedy the deficiency at the cost of the operator to be recovered from his monthly bill or other dues.
2. Take up required services departmentally or through third party at the cost of the operator to be recovered from his running bill or other dues.

3. Supplement equipment and manpower at the cost of the operator to be recovered from his running bill or other dues.
4. Redress any complaint consequent to failure of redress by the operator, at the at the cost of the operator to be recovered from his running bill or other dues.
5. Terminate the contract as per provision of the contract.

Failure of the operator to act upon the instruction within an agreed/justified time frame shall also result in deficiency of service. In no case the instructions shall be beyond the scope of the contract or applicable rules.

Communication in form of e-mail, instruction note or telephonic/mobile (in case of emergency) shall be deemed to be adequate, just and sufficient in such cases. In the event of intervention by the employer, the same shall be properly communicated to the operator.

3.18. Penalty

Upon occurrence of a material breach of O&M requirements, employer shall, without prejudice to and notwithstanding any other consequences, be entitled to levy a penalty and shall have the powers to terminate the contract.

In case the operator under achieves the targets specified in the performance criteria detailed at chapter 3, the employer shall impose penalty as specified in the performance criteria table, to be recovered from each monthly bill.

The employer or his authorized representative shall record service shortfalls on a daily basis and communicate the same to the operator. The consolidated monthly achievement computed and reported by the nodal officer shall be taken into consideration for evaluating the performance.

Penalty can be waived in part or full under situation of adverse conditions causing hindrance for service delivery, to be properly justified by the service provider to the best satisfaction of the employer. In such an event the nodal officer shall place his report to the Commissioner for his decision. The quantum of waiver shall be at the sole discretion of the Commissioner.

In case of disagreement by the operator on the penalty quantum, he will be provided an opportunity to place his representation with the Commissioner, BeMC, whose decision shall be final and binding on the operator.

3.19. Termination of Contract

3.20.1 by the employer :

The employer may give not less than thirty (30) days written notice of termination to the operator [except in the events listed in point (f) below, for which there shall be a prior written notice of not less than sixty (60) days]. Such notice can be given after the occurrence of any of the events specified in paragraph (a) to (e) below to terminate this contract for 11 wards.

- a. If the operator under achieves any item of performance criteria specified at chapter 4 by less than 50% of the target, for a consecutive period of 2 months.
- b. If the operator fails to achieve any item of performance criteria target specified at chapter 4 for a continuous period of 6 months.
- c. If the operator fails to remedy a failure in the performance of their obligations within the time specified by the client or within such further period as the client may have subsequently approved in writing, for a t least three times during a year, and a show cause notice has been issued to him to this effect.
- d. If the operator becomes insolvent or bankrupt or enters into any agreements with their creditors for relief of debt. Or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- e. If the operator submits to the employer a false statement which has a material affect on the rights, obligations or interests of the employer and which the operator knowingly raised.
- f. If, as a result of Force Majeure, the operator is unable to perform a material portion of the services for a period of not less than sixty (60) days or;

- g. If the employer, in its sole discretion and for any reason what so ever, decided to terminate this contract.

3.20 by the Operator:

The operator may, by giving not less than thirty (30) days written notice to the employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) hereunder, terminate this contract.

- a) If the employer fails to make any payment for consecutive three certified bills.
b) If, as a result of Force Majeure, the operator are unable to perform a material portion of the services for a period of not less than sixty (60) days.

3.21 Forfeiture of Performance Security

a. The performance security may be forfeited, if the bidder does not start operations as per provisions of ToR within stipulated 60 days from the effective date or any such date allowed by the employer for 11 wards.

b. If during the term of this contract, the operator is in default of the due and faithful performance of his obligations under this contract, the employer shall, without prejudice to its other right sand remedies herein or as per the applicable Law, are entitled to call in, retain and appropriate the performance Security for 11 wards.

3.22 Contract Price

The Contract Price shall cover all expenditure incurred for infrastructure set up, operation and maintenance for successful delivery of service as per provisions of the contract. This inter alia includes procurement and deployment of equipments, machines, vehicles, staffs establishment, maintenance and repairs, spares and consumables, fuel & lubricants, setting up of office, control room, monitoring & tracking instruments, compliant redress, labour insurance, EPF, ESI, GST only by BeMC and any other expenses required for efficient, effective and successful delivery of service. The contract price shall also include all duties, taxes (excluding service tax), cess, and royalties that may be levied in accordance to the laws and regulation in force. Nothing in the contract shall relieve the contractor from his responsibility to pay any tax that may be levied on it separations or on profits made by him in respect of the contract.

3.23. Escalation of Rate

The escalation rate applicable for computation of annual contract price shall be as follows.

1. On account of labour component (50%) : $[(Lc-Lp)*100/Lp]$ % PA
2. On account of Fuel & lubricant component (25%): $[(Dc-Dp)*100/Dp]$ % PA
3. On account of repair, maintenance & replacements (25%) : 2 % PA

Lc – Min. wages (unskilled) as notified by Govt. of Odisha on the applicable date of escalation.

Lp – Min. wages (unskilled) as notified by Govt. of Odisha on the same date previous year

Dp- Diesel price in Berhampur on the applicable date of escalation

Dc- Diesel price in Berhampur on the same date previous year

The effective date (date of commencement of operation) shall be considered as the start of first year.

3.24 Deductions, Taxes, duties & cess

All taxes, duties and cess required to be deducted at source as per applicable law at the time of payment shall be done by the employer. Further The BeMC shall deduct TDS as applicable.

3.25 Proof of Tax payment

The operator shall provide documentary evidence of payment of all statutory taxes applicable, filled with competent authority as and when required by the employer failing which the authority reserves the right to withheld reasonable amount from the monthly bill till submission of these documents.

3.26. Operation of the Contract:

a. The parties undertake to act in good faith with respect to each others rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

b. The parties recognize that it is impossible in this contract to provide for every contingency which may raise during the life of the contract, and the parties hereby agree that it is their intention that this contract shall operate fairly as between them and without detriment to the interest of either party.

c. In absence of clarity in provisions of the contract, the applicable law and/or rules shall govern.

3.27. Settlement of Disputes :

Amicable settlement:

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof. The dispute shall be referred to a committee for redress consisting of Operator's Chief Executive, Municipal Commissioner, BeMC and a representative of H&UD Department, Govt. of Odisha. The decision of the committee should be honoured by all parties in good faith.

Dispute Settlement :

Disputes which cannot be settled amicably may be taken up by either party for settlement in accordance with the applicable law within jurisdiction of court of Berhampur.

Continuance of service during dispute settlement.

Occurrence or Reference of a dispute shall not annul the contract. The operator shall continue to provide service and the employer shall continue to make payments as per their contractual obligation during the dispute settlement process.

3.28 Force Majeure Event

For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations impossible or as impractical as reasonable to be considered impossible in the circumstances

3.29 Any of the following events which are beyond the control of the party claiming to be overcome or prevent despite exercise of due care and diligence, and result in material adverse effect shall constitute Force Majeure event.

(a) Earthquake, flood, inundation and landslide;

(b) Storm, tempest, hurricane, cyclone, lighting, thunder or other extreme atmospheric disturbances;

(c) Fire caused by reasons not attributable to the operator or any of the employees, or agents of the operator.

(d) Acts of terrorism

(e) Any judgment or order of a court of competent jurisdiction or statutory authority in India made against the employer/operator in respect of the contract in any proceeding, which is non-collusive and duly prosecuted.

(f) Early termination of this agreement for reason of national emergency or national security.

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

3.30 Force Majeure shall not include :

a. any event which is caused by the negligence or intentional action of a party or such party's agents or employees, nor

b. any event which a diligent party could reasonably have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligations hereunder.

c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder

SD/- 04.08.2017
Commissioner,
Berhampur Municipal Corporation