

**ABC Urban Local Body, ABC**

**TENDER DOCUMENT**

**Name of Work**

**“Service contract for scheduled emptying of septic tanks, ABC city”**

**E.M.D. : Rs. XXXXX**

Office of the

**Chief Officer,  
ABC Urban Local Body, ABC**

Sanitary Inspector

Chief Officer

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# I. Short Tender Notice

**ABC URBAN LOCAL BODY, ABC**  
**E- TENDER NOTICE NO: \_\_\_\_ for the year \_\_\_\_\_**

Tenders on lump sum basis in online (E-Tender) system are invited by the Chief Officer, ABC Urban Local Body, for the following Municipal Council work. Contractors/Agencies with experience in following work and who fulfill the qualification criteria are invited to apply. The detail information about tender is available on website link \_\_\_\_\_

Sr. No	Name of Work	Earnest Money	Period of service contract	Cost of Blank tender forms
1	2	3	4	5
1.	<b>Service contract for scheduled emptying of septic tanks, ABC</b>	INR	3 Years	INR

The detailed tender document is required to be scanned and uploaded along with this E-Tender by the bidder/Contractor or their representative. The bidder must also submit hard copies of technical documents mentioned in the tender in a sealed envelope before the due date to the office of Chief Officer, ABC Urban Local Body, Tal ABC

# II. Detailed Tender Schedule

Sr. No.	Activities	Date	Time
1	Publishing Date		
2	Document Sale Start Date		
3	Document Sale End Date		
4	Pre Bid Meeting Date		
5	Bid Submission Start Date		
6	Bid Submission End Date		
7	Technical bid opening date		
8	Financial bid opening date		

Signature of the Sanitary Inspector

Number of corrections

Signature of the bidder

## Notes

1. The tender application along with the financial bid, submitted without essential technical documents, will be rejected. Documents submitted by fax will not be accepted. All the copies of the document should be duly attested in original. Experience certificate should be signed not below the rank of Superintendent Engineer/Sanitary Inspector.
2. Cost of blank tender forms will have to be deposited in the form of D.D from nationalized/scheduled bank in the favor of the Chief Officer, ABC Urban Local Body, ABC. Hard copies need to be submitted in a sealed envelope along with the D.D. of EMD and the required documents for qualifications of technical bid, on or before the time and date of bid submission.  
The bank account details are as follows:
  1. Name of account holder- ABC Muncipal council, ABC
  - 2 .Name of bank –
  3. Account No-
  4. Branch Name-
  5. IFSC Code-
  6. MICR Code-
3. Bid Opening will be done in two stages i.e. Technical and Financial. In the 1<sup>st</sup> stage, technical bid will be opened at the Office of Chief Officer, ABC Urban Local Body. After scrutiny and evaluation of the submitted technical documents, only those who qualify in the 1<sup>st</sup> stage will be entitled to enter the 2<sup>nd</sup> stage i.e. Financial Bid opening, which will be held as per schedule.
4. Detailed Tender Notice and Conditions can be seen on the government website
5. Right to reject any or all tenders without assigning any reason is reserved by the Chief Officer, ABC Urban Local Body.
6. Blank tender forms will not be issued and accepted by post or courier.
7. The offer by the Contractor will be valid for 180 days from date of opening of tender.
8. The successful bidder will have to pay stamp duty as mentioned in Detailed Tender Notice.
9. The agency will have to start all the work within 30 days of signing the agreement or as and when instructed by the council within six months of signing of agreement.

**Chief Officer  
ABC Urban Local Body,  
ABC**

### List of documents to be submitted along with tender

Sr. No	File Name	Description
1	Tender fee	DD of tender fee
2	E.M.D.	DD of EMD
3	PAN and VAT	PAN and VAT registration certificate
4	Technical staff	List of technical staff/manpower/ employees with a copy of degree
5	Equipment and machinery	Details of trucks and machinery including purchase receipts
6	Proof of previous experience	Work orders/completion certificates
7	Full name of all partners (if tender is offered by a partnership firm)	Copies of partnership deed and power of attorney
8	Financial statements	Financial statements if possible with Balance sheet and P&L statements for last 3 years.
9	Business registration	Copy of the registration certificate duly attested, including that of renewal etc. (Original will have to be produced when called for clarification)
10	Financial bid	Copy of the attached bid form
11	Declaration of the Contractor	In the given format
12	Project implementation plan	Submit the approach, methodology and tentative work plan for 3 years to implement the project on scheduled septic tank emptying service in ABC incorporating the components mentioned below. The work plan should also include tentative number of trucks with it sizes to be used by the bidder

The above documents are to be scanned and uploaded along with this E-Tender by the bidder himself or his representative and hard copies of these must be submitted in a sealed envelope on or before the date and time of Bid Submission end date, to the office of Chief Officer, ABC Urban Local Body.

Note: All above documents including this list must be signed by the tenderer.

# III. Detailed Tender Notice – General Conditions

## 1. Security Deposit

- a. The Contractor shall have to pay 9% of accepted tender cost as Security deposit and complete the Contract documents, failing which his EMD will be forfeited.
- b. Security deposit should be in the form of a D.D/ F.D.R from a Nationalized Bank or Scheduled Bank. It should be for a minimum of 18 month period from the date prescribed for submission of tender and should be in the name of Chief Officer, ABC Urban Local Body.
- c. There shall be no liability on the department to pay any interest on the security deposited by or recovered from the Contractor.
- d. Security deposit shall be refunded after completion of the Contract period.

2. **Validity Period of the offer:** The bidders offer shall be valid for a period of 180 days from the date of opening the tender.

3. The tender notice shall form a part of the Contract agreement.

4. The bidder, if a firm or a company, shall mention the names of all partners of the firm or company (as the case may be) and the name of the partner who holds the power of attorney, if any. The bidder must authorize such a partner to conduct transaction on behalf of the Firm or Company.

5. Rights are reserved by the ABC ULB to revise or amend the Contract documents fully or part thereof prior to the notified date. Such amendments shall be communicated in the form of corrigenda or a by letter.

6. Rights are reserved to reject any or all tenders without assigning any reason thereof by the ABC ULB.

7. Tenders which do not fulfill all or any conditions or are incomplete in any respect are liable to summary rejection.

## 8. Details on Earnest Money Deposit

- a. The Earnest Money Deposit should be submitted in the form of a D.D/ F.D.R from a nationalized bank or a scheduled bank. The D.D. / F.D.R. should be valid for minimum of 18 months from the date prescribed for the

submission of tender. The D.D. / F.D.R should be in the name of Chief Officer, ABC Urban Local Body.

- b. The earnest money shall be refunded in the case of tenderers whose tender are not accepted, except for three lowest offers. Once the lowest bidder has completed the Contract documentation process and paid the security deposit, EMD of other two bidders will be returned.
- c. Certificate of exemption from payment of earnest money deposit issued by public works department or any other authorities will not be accepted instead of earnest money deposit.

**9. Period of completion:** 3 years from date of issue of work order including monsoon season for completion of works.

**10. Minimum technical criteria:** The bidder must satisfy the following criteria under technical qualifications before his financial bid will be opened:

- a. The bidder shall have similar experience in undertaking septic tank emptying or undertaking larger Contracts which include septic tank emptying. This needs to be filled in the prescribed format given in section V and work orders/completion certificates need to be attached as proof.
- b. The bidder shall have minimum average turnover of INR 20 lakhs per year in the last three years. This needs to be filled in the prescribed format given in section V.
- c. The bidder shall have at least 1 technical personnel on the company's payroll. The technical personnel need to hold a degree either in Engineering or a Diploma in Civil or Environmental Engineering or a certificate in a sanitary inspector course.

#### **11. Issue of Blank Tender Form**

- a. Blank Tender documents will not be sold by this office. Interested Contractors have to download tender documents from the website. Blank tender form will not be sent by post.
- b. The blank Tender Document can be downloaded from Date \_\_\_ onwards to \_\_\_\_\_ till 6.00PM

#### **12. Pre-Tender meeting**

- a. A pre-tender meeting is open to all prospective tenderers who fulfill the prequalification criteria and will be held on the date given in detailed schedule at the office of the Chief Officer, ABC Urban Local Body. The prospective tenderers will have an opportunity to obtain clarifications regarding the work and the tender conditions.

- b. ABC ULB will conduct a tour of the town for the bidders who attend the pre-bid meeting. However, the bidder is expected to undertake independent visits to estimate the number of trucks and manpower required before completing the technical and the financial bids.

**13. Last date of submission of tender form.** The tender can be uploaded online as per the date given in the detailed schedule.

**14. Date of online opening of tender.** Technical opening will be on as per given in detailed schedule and Financial opening will be done after Technical opening.

**15. Submission of tender**

- a. The date and time for online submission of bids (Technical and Financial) shall strictly apply in all cases.
- b. Offers not submitted online will not be entertained.
- c. If for any reason, any interested bidder fails to submit the technical and financial bid before the due date, ABC ULB will not be held responsible for it and no grievance regarding it will be entertained.

**16. Opening of tender:**

- a. The online technical opening will be held at the office of Chief Officer, ABC Urban Local Body on the specified date. The document submitted in hard copies in Envelope 1 (Technical Bid) will be verified with the documents uploaded for online technical bid submission. The bidders whose technical bid documents do not meet the specified qualification criteria would be rejected. Those bidders whose bid documents meet the specified criteria will qualify for the second round, i.e. financial bid opening.
- b. The financial bid opening will be done online only. The quoted rates in the financial bid will be arranged automatically to prepare a comparative chart through an online process. The bidder who quotes the lowest rate will be declared as the Contractor and may be called for negotiation if required.

**17. Manner of submission of tender and its accompaniments:** The tender would be received in e- tendering process which is available on web site

**18. Right to modify the tender documents:** ABC ULB reserves the right to revise or amend the Contract documents prior to the date of submission. Such revisions or amendments, if any, shall be communicated through a corrigenda or a press notice.

**19. Acceptance of tender:** The CO, ABC ULB reserves the right to reject any or all tenders without assigning any reason.



**20. Insurance policy:** Contractor shall take out necessary insurance policy/policies so as to provide adequate insurance cover for execution of the awarded Contract work from the Director of State Insurance.

**21. Work Contract tax:** The Work Contract Tax will be charged to the Contractor's account. The tax will be deducted at source by the Account Department, ABC Urban Local Body. This will be done as per the directives of the Sales Tax Department from time to time during the operation of Contract. Work Contract tax is not reimbursable.

**22. Payment:** The total contract value for 3 years quoted by the bidder will be divided in 36 equal monthly installments. The contract value quoted by bidder will include cost of schedule septic tank emptying and disposal at designated treatment site, IEC cost, cost of establishing control center etc. and all other costs including labor, material and others, as needed. No claims for additional payment will be entertained. The payment would be made as follows:

- a. Monthly payment will be made to the Contractor against submission of receipt (provided in Annexure 2) and report that they have actually emptied the septic tanks as per the monthly target and discharged it at the designated treatment plant. If the contractor fails to submit this, proportionate payment would be deducted. The accepted tender cost will be divided by total length of contract period i.e. 36 months for the purpose of deriving monthly fees.
- b. ABC ULB will open an escrow account in a nationalized bank to ensure timely monthly payment to contractor. This account will have a deposit equal to at least three months of payment.
- c. The Contractor's payments will be made on the 10<sup>th</sup> of every month after ABC ULB's inspections.
- d. Penalties will be deducted as mentioned in section IV.8.
- e. The Contractor is expected to take emergency emptying of septic tanks without any additional payment and it is included in the target.

### **23. Dispute Resolution**

- a. Any dispute arising between ABC Urban Local Body and Contractor regarding the Contract terms and conditions would be aimed to be resolved through mutual discussions.
- b. If the discussions fail to produce a resolution, the dispute shall be subject to the court in ABC jurisdiction.

**24. Erasure:** Prospective bidders cannot undertake erasures in the text of the given bid document and any alternations made by them would be disregarded. If there is any error in writing, no overwriting should be done. Instead, the wrong words or figures should be struck out and the correct one should be written above or near it in an unambiguous way. Such correction should be duly signed and dated.

**25. Precautions to be taken by the Contractor to prevent accident**

- a. The covers of the septic tanks need to be kept open for 10 minutes till the gases in the tank escape.
- b. No person should go inside the tank under any circumstances.

**26. Agent and Work Order books**

- a. The Contractor needs to authorize an agent capable of managing and guiding the work. This agent should be able to understand the specifications and Contract conditions. This agent needs to have technical qualifications as listed in the qualification criteria.
- b. This replacement of agent if required, then prior intimation shall be given to ABC ULB.
- c. A work order book shall be maintained at the work space where a record of emptying and O&M needs to be maintained. The book will be inspected by the sanitary inspector or his representative. The blank work order with machine numbered pages will have to be procured by the Contractor as per the format prescribed by ABC Urban Local Body in Annexure 2.

**27. Work station and amenities:** The bidder will have to set up a work station in ABC along with establishment of control center. Bidder will make his own arrangements at his own cost to obtain adequate amenities like water, electricity, telephone connection and other required facilities.

**28. Cost escalation:** There would be no negotiations for cost escalations or for cost increments annually. The rate quoted by the bidder in financial form is final. No cost escalation request would be entertained.

**29. Delayed payments:** ABC ULB will be liable to pay the due amount with a 5% p.a. interest to the Contractor if dues are not paid for completed work for more than 3 months.

**30. Termination**

- a. **Termination for Contractor Event of Default:** If the ABC ULB decides to terminate the Contract due to non-compliance with Contract conditions by the Contractor, the following provisions will apply

- i. In the first instance, the ABC ULB will issue preliminary notice to the Contractor. Within 30 days of receipt of preliminary notice, the Contractor shall submit to ABC ULB in sufficient detail, the manner in which he proposes to cure the underlying Event of Default. In case the Contractor does not submit a proposal for rectification within 30 days, ABC ULB shall be entitled to terminate this Contract by issuing termination notice and to appropriate the Security Deposit. If the total amount due to the council exceeds any payment due to the Contractor, the difference shall be a debt payable to the ABC ULB.
  - ii. If the Contractor's proposal to rectify the underlying event of default is submitted within the period stipulated therefore, the Contractor shall have a further period of 30 days to remedy/cure the underlying event of default. If, however the Contractor fails to remedy/cure the underlying event of default within such further period allowed, ABC ULB shall be entitled to terminate this Contract, by issue of termination notice and to appropriate the security deposit and carry out the operations through a successor Contractor or by ABC ULB at the risk and cost of the Contractor. If the total amount due to the ABC ULB exceeds any payment due to the Contractor, the difference shall be a debt payable to the ABC ULB.
  
- b. Termination for ABC ULB Event of Default:** If the Contractor decides to terminate the Contract due to a delay in payments exceeding 6 months - the following provisions will apply:
  - i. In the first instance, the Contractor will issue preliminary notice to the ABC ULB. Within 30 days of receipt of preliminary notice, the ABC ULB shall submit to Contractor, the manner in which they propose to arrange for funding. In case ABC ULB does not submit the proposal within 30 days, the Contractor shall be entitled to terminate this Contract by issuing termination notice and be entitled to payments for the work done and the security deposit deposited with the ABC ULB.
  - ii. If the ABC ULB's proposal to arrange for funding is submitted within the period stipulated therefore, the ABC ULB shall have a further period of 30 days to arrange for payment at a rate of interest of 5% p.a. If, however the ABC ULB fails to remedy/cure the underlying event of default within such further period allowed, the Contractor shall be entitled to terminate this Contract by issuing termination notice and be entitled to payments for the work done and the security deposit deposited with the ABC ULB.
  
- c. Termination at will:** If either party needs to terminate the Contract for causes unrelated to those given above, it will be treated as 'Termination at will' and the following clauses will apply:

- i. A notice period of three months needs to be given by the party serving the termination notice otherwise it will constitute as a breach and the clauses given under 30.a and b will apply.
- ii. If the Contractor decides to terminate the Contract at will, payment for all the completed work will be made to him, however, the security deposit will be appropriated by the ABC ULB.
- iii. If the ABC ULB decides to terminate the Contract at will, the payment for the completed work and the security deposit deposited with the ABC ULB will be made.

**d. Withdrawal of Termination Notice:** Notwithstanding anything inconsistent contained in this Contract, if the party served with the termination notice cures the underlying event of default to the satisfaction of the serving party at any time before the termination occurs, the termination notice shall be withdrawn provided that the Party in breach shall compensate the serving party for any direct costs/ consequences occasioned by the event of default which caused the issue of termination notice.

**31. Force Majeure Event:** Any of the following events which is beyond the control of the party claiming to be affected thereby (“Affected Party”), and which the Affected Party has been unable to 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, lightning, thunder or other extreme atmospheric disturbances.
- c. Fire caused by reasons not attributable to the Contractor or any of the employees, or agents of the Contractor.
- d. Acts of terrorism.
- e. Strikes, labor disruptions, any other disruptions or public unrest not arising on account of acts of the Contractor.
- f. Action of Government Agencies having Material Adverse Effect, including but not limited to
  - i. Any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Contractor in any proceeding, which is non-collusive and duly prosecuted.
  - ii. Any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case for reason other than the Contractor’s breach or failure in complying

with requirements defined in the Contract, Applicable laws, Applicable permits, any judgment or order of any Government Agency or of any Contract by which the Contractor as the case may be is bound.

- iii. Early termination of this agreement by ABC ULB 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, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.
- h. Strikes, work to rule actions, go slow or similar labor difficulty in the city as a whole and not specific to the work.
- i. Any resistance from the citizens or any other groups not allowing to perform the Project/work as stipulated in the tender.

### **32. Procedure for calling Force Majeure**

- a. The Party claiming Force Majeure shall inform the other Party of the situation of Force Majeure as soon as is reasonably practical. The efforts made by the Affected Party in overcoming the effects will be conveyed to the other Party with supporting data.
- b. Neither party shall then be responsible or liable for any failure or delay in performance of work under the Contract.
- c. Each party shall use reasonable efforts to mitigate the effects of any event or circumstances of Force Majeure. They will cooperate to develop and implement a plan of remedial and reasonable alternative measures to remove the event of Force Majeure. The affected should take lead to resume normal performance of its obligation under the tender conditions.
- d. The period allowed for restoration of the normal performance by the Parties of such obligation shall be extended on day to day basis based on mutual consent of the parties.
- e. When the Affected Party is able to resume performance of its obligations under this Contract, it shall promptly give the other Party a written notice to that effect.
- f. The rights and obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure, ABC ULB shall not be liable to make any payment to the Contractor for him being affected on account of Force Majeure. In this situation, the Contractor shall only be

paid for the work done, since unforeseen situation should be shared by both, ABC ULB and Contractor.

- g. The Affected Party shall also inform the other Party of cessation of the Force Majeure or circumstances which allow resumption of work.

**33. No breach of obligations:** The Contractor shall not be considered to be in breach of his obligation under this Contract nor shall it incur or suffer any liability if and to the extent performance of any of his obligations under this Contract is affected by or on account of any of the following:

- a. Force Majeure Event.
- b. Compliance with the instruction of the Competent Authority /Representative of Competent Authority or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Contract of any its obligations hereunder.
- c. If the due payment to the Contractor is delayed by 3 months and the Contractor suspends work.

## IV. Detailed Tender Notice – Special Conditions

### 1. Scope of work

- a. Approach and work plan for carrying out scheduled emptying Contractor shall have to submit the approach, methodology and tentative work plan in consultation with council officials for 3 years to roll out the scheduled septic tank emptying service in ABC city. The work plan should also include tentative number of trucks with it sizes to be used by the bidder. For reference the map of the city and location of disposal of septage is provided in annexure 3
- b. Undertaking IEC activities to spread awareness about scheduled emptying The Contractor will be required to print pamphlets containing information on the scheme for scheduled emptying highlighting the information as decided between the Contractor and the ABC ULB. These pamphlets will be distributed to households/properties when the Contractor visits them and in areas where scheduled emptying needs to be undertaken
- c. Undertaking preliminary visits to households/properties at the beginning of every quarter: The Contractor will be required to undertake visits to each household/property after being given the schedule/target for emptying by

the ABC ULB. These visits will be undertaken at the beginning of the quarter and should contain the households/properties which are scheduled to be cleaned in that quarter. The Contractor needs to hand over the pamphlets, inform the households/properties about the scheduled emptying, and take details necessary for communication such as phone number among other things as deemed necessary by the Contractor. The contractor will also visit the households/properties atleast two days prior to their schedule for emptying

**d. Non-disclosure of information**

The contractor shall not divulge or disclose to any third party any confidential information (including any personal data and sensitive personal data of the households/properties) communicated to or discovered by him in the course of carrying out the Services or use the same for any purpose other than to perform the Services without the prior written consent of the council officials and shall ensure that their employees shall do likewise. This clause shall continue to be binding on the Contractor and their employees notwithstanding the termination or expiry of this Contract.

**e. Regular emptying of septic tank**

The contractor is required to empty approximately \_\_\_\_ number of septic tanks during the three years contract period. Thus, the contractor is required to empty approximately \_\_\_\_\_ number of septic tanks per year.

- i. The Contractor needs to prepare a route plan to attain the annual targets for emptying of septic tanks
- ii. The Contractor shall be available to carry out and perform the Services and needs to visit the households/properties as per schedule between 7 am to 5 pm on all days except national public holiday
- iii. The operating procedures that must be followed by the contractor is detailed out in Annexure 1
- iv. The Contractor must call each household/property at least two days before the scheduled visit.
- v. The Contractor must visit each household/property as per the defined and agreed monthly based schedule/target.
- vi. If the household/ property is not available or not willing to empty the septic tanks during schedule emptying, then at least two attempts will be made by contractor in a gap of 15 days before reporting as 'unavailable' (not present at the house/property) or 'unwilling' (do not want to get their septic tanks cleaned). Contractor shall compile the list of households/ properties, which are not willing or not available to empty its septic tank and submit to ABC ULB every fortnight.

- vii. The contractor will not bill or render an invoice or otherwise collect or attempt to collect any charges or fees from the Customer for the Services or any other tasks connected with the Services
- f. Use of safety gear for emptying of septic tanks
- i. The cleaner and helper must wear safety equipment at all times while dealing with faecal matter.
  - ii. No person should enter the septic tanks at any given point (as per The Prohibition of Employment of Manual Scavengers and their Rehabilitation Act, 2013), and emptying should be done only through the GPS mounted suction emptier truck.
- g. No damage to septic tanks and spillage while emptying: The council will ensure that the septic tanks are accessible and have proper access covers which are openable. The Contractor must ensure that septic tanks are not damaged in the process of emptying and there is no spillage during emptying.
- h. Adequate emptying of septic tanks: While emptying of septic tanks, the Contractor must ensure that only 1-2 inches of fecal waste matter is left inside the septic tanks.
- i. Safe transport of faecal sludge without spillage
- i. The Contractor should transport the collected sludge in mechanical suction emptier trucks only. There must be no spillage of the collected sludge.
  - ii. In case there is any spillage, the fecal matter must be cleaned as soon as it is brought to the notice of the Contractor.
  - iii. Only the fecal sludge should be discharged at the allocated treatment site.
- j. Emergency emptying:
- i. As part of regular emptying, the Contractor is only required to empty the septic tank for the households/properties as per the schedule given by ABC ULB.
  - ii. ABC ULB will direct the Contractor to empty the septic tank for the households/properties making request for an emergency emptying.
- k. Collected septage to be discharged only into the septage treatment facility
- i. The contractor will discharge the collected septage only at the council's septage treatment facility which is located approximately \_\_\_km from city center, which will be operated from 7:00 am to 6:00 pm.



**2. Provision of suction emptier truck:**

- a. The Contractor will be required to provide for, and operate a GPS fitted suction emptier truck and also provide all the necessary materials for emptying of septic tanks.
- b. The number of trucks and the appropriate sizes of trucks to be provided in the city is left to the discretion of the Contractor, and should be determined based on field visits conducted in the town before submitting bid documents.
- c. The materials required to ensure adequate emptying of septic tanks while meeting the performance criteria highlighted below, will be left to the discretion of the Contractor as long as the clauses mentioned in Section IV.8 are met.

**3. Provision of staff for operations:**

- a. The Contractor will provide at least 1 driver and 1 cleaner for each truck that will operate within the town limits.
- b. The Contractor will provide at least 1 supervisor to supervise operations, handle complaints and liaise with the ABC ULB.
- c. The payment and all other requirements of the workers, including accommodation, would be handled by the Contractor.
- d. ABC ULB will not be responsible for the activities of the staff employed by the Contractor and all liabilities and responsibility lies with the Contractor themselves.

**4. Opening of a work station / office:** The Contractor needs to open an office / work station which will be called the control center, this center will serve as a central point of coordination with the ABC ULB and a site for registration of complaints by the residents of the town. The contractor shall have to develop SMS based alert system for sending messages to households/properties regarding their turn in schedule emptying plan. The contractor will also have a contact number where residents can register complaints through calling or through an SMS.

**5. Provision of safety equipment for staff**

- a. No worker will come into physical contact with the fecal sludge, during emptying or otherwise.
- b. Each worker who is involved in the emptying of septic tanks is required to be given, and be wearing, safety equipment which are given below:
  - i. Safety goggles or glasses with side splash protection;
  - ii. Dust mask that fits over nose and mouth;
  - iii. Clean rubber gloves;
  - iv. Dedicated work clothes with apron;
  - v. Work boots.
  - vi. Battery operated torch

- c. The Contractor also needs to provide workers access to clean water, soap, disposable paper towels, and a first aid kit in the work station / office.

#### **6. Statutory requirements for welfare of workers**

- a. The Contractor will be required to scrupulously follow all prevailing statutory regulations and shall be responsible to fulfill all the obligations specified by relevant Labor enactments, such as Contract labor (Regulation & Abolition) Act, 1970; Minimum Wages Act; Payment of wages Act; Payment of Bonus Act; Payment of Gratuity Act; ESI Act; Employees Provident fund and Miscellaneous Provision Act; Workman's compensation Act etc.
- b. The Contractor is bound to pay minimum wages as per the notification of Central / State Govt. whichever is higher to the Contractor laborers deployed under the Contract.
- c. The Contractor is required provide for a policy (Workmen Compensation Insurance Policy) to undertake the liability of Workman compensation Act, 1923. The sum insured per laborer is to be calculated as "Monthly Wages x 12" for a year.
- d. The Contractor is required to provide an additional mediclaim policy which has an employee contribution of not more than 4.75% of monthly wage.
- e. The Contractor shall be directly responsible to the authorities for the compliance of all the provisions listed here and shall indemnify the ABC ULB from any claim whatsoever arising on account of their failure to comply with the regulations and terms as set out herein. The ABC ULB, as a principal employer, shall enforce the provisions of these Acts.
- f. The ABC ULB will be privy of Contract with Contractor only. The ABC ULB will provide instructions to the Contractor directly, and will not engage with, or be concerned with the conditions of employment of the workers as engaged by, and working for the Contractor. However, due to obvious security reasons, Contractor must ensure that the staff deployed by them adhere to all rules and regulations and security restrictions as prescribed by the ABC ULB.

#### **7. Statutory requirements for suction emptier truck**

A motor vehicle which is roadworthy, complied with all statutory requirements, is less than 7 years old and capable of carrying and operating as vacuum/suction tanker truck should only be used.

- 8. Expected service standards, monitoring process and penalties:** The Contractor will have to adhere to the service standards highlighted under the

scope of work. If the service standards are not met as highlighted below, the following actions can be taken against the Contractor by the ABC ULB:

- a. Inadequacies or inconsistencies in the use of safety gear for emptying septic tanks
  - i. Households/property owners, Contractor employees can complain in case manual scavenging is observed or the safety equipment outlined in clause IV.5. are not used. For action to be taken by the ABC ULB, the complainant must provide pictorial proof.
  - ii. The ABC ULB can conduct random inspections to ensure the Contractor is adhering to safety and manual scavenging regulations during emptying.
  - iii. In cases where manual scavenging is observed based on complaints by households / property owners or based on ABC ULB inspections, a show cause notice would be served by the ABC ULB and a meeting will be called to verify these complaints or observations. The minutes of such a meeting will be published and the decision of the ABC ULB will be binding.
  - iv. In cases where manual scavenging is observed and verified, the Contract can be terminated as per clauses in Section III.30.
  - v. In case of non-compliance with safety regulation, the Contractor will be given a warning by the ABC ULB. If two or more such warnings are received within a quarter, the ABC ULB can terminate the Contract as per clauses in Section III.30.
  
- b. Faecal matter being discharged at non-designated sites
  - i. Contractor will be required to furnish signatures of septage treatment plant operator to show that waste was deposited at the treatment site in the template provided in Annexure 2
  - ii. The trucks will be monitored by the ABC ULB via GPS.
  - iii. In cases where instances of discharge of waste at sites other than treatment facility is observed and verified by the Sanitation Inspector through physical checks, a fine of INR 5,000 will be levied for each instance.
  - iv. In case more than 3 such instances of non-designated site discharge is observed and verified, the services will be terminated as per clauses in Section III.30.
  
- c. Inadequate regular emptying of septic tanks
  - i. The Contractor must collect signatures from all the households/property owners whose septic tanks are cleaned by the Contractor in the template provided in Annexure 2
  - ii. The Contractor must inform ABC ULB of all households/properties that are unwilling or unavailable to get their septic tanks cleaned, after having contacted them at least twice. This information has to be submitted by the Contractor to the council and it will be checked by ABC ULB official.

- iii. Households/properties who have been contacted twice, but have been verified as being unavailable or unwilling for septic tank emptying, will be included in the target.
- iv. The Contractor must submit a report to the ABC ULB at the end of each month to reflect number of septic tanks cleaned. The template is provided in Annexure 2
- v. Following the receipt of the monthly report, a designated ABC ULB official will inspect a random sample of 'cleaned' households/properties.
- vi. At the end of the month, the Contractor will be paid monthly contract value against submission of receipt (provided in annexure 2) and report that they have actually emptied the septic tanks as per the monthly target and discharged it at the designated treatment plant. If the contractor fails to submit this, proportionate payment would be deducted. For example, if the Contractor submits receipts of only 70% of the target households/properties that they have emptied in a month, they will receive 70% of the monthly Contract value.
- vii. The ABC ULB will compare the results of the sample survey and self-reporting, and in case of 1-20 instances of wrong reporting, INR 500 penalty will be charged per instance and if more than 20 instances of wrong reporting, a final warning and a notice would be given. If additional instances are found then the Contract will be terminated as per the clauses in Section III.30.
- viii. The survey by the ABC ULB will be completed in 2 days at the beginning of every month.
- ix. ABC ULB will review the performance of contract after one year from commencement of operations, if the proportion of households/properties emptied is less than 70% of the defined target for year then the Contract will be reviewed by the ABC ULB and the Contract can be terminated as per the clauses in Section III.30.

**d. Spillage during emptying**

- i. Household/Property owners can report any grievances to the ABC ULB.
- ii. The Sanitation Inspector will review and if necessary, instruct the Contractor, in writing, to address the grievance within 24 hours.
- iii. The Contractor will acknowledge the receipt of the complaint through his signature.
- iv. In case of dispute, a designated ABC ULB employee will inspect the grievance and take the final decision.
- v. After each grievance is addressed, the Contractor will get a signature from the households/property owners stating the same.

- vi. For each grievance not addressed, the Contractor will be charged INR 200 as penalty.
- e. Online Monitoring of scheduled emptying services
  - i. The emptier trucks will be GPS-enabled for the purpose of monitoring the services.
  - ii. A web and mobile based application shall be developed by the contractor, and used for the purpose of monitoring the emptying services.
  - iii. On completion of provision of emptying services to the household, the operator will take the signature of the household on the mobile app to confirm that emptying services has been provided. Similarly on disposal of the fecal sludge at the treatment facility, the staff of the treatment plant will also sign on mobile app on receiving the septage load. Hence this shall be recorded as the completion of an emptying cycle. This will be in addition to the hard copy manifest form that the household and the treatment plant operator will sign as given in Annexure 2.
  - iv. The geolocation of the truck and timestamps captured on the app will be used to analyze the operator's performance.
  - v. The control center will record a trail of all the above activities and it will display maps and MIS to generate reports. A dashboard on the web portal will display the key indicators of the data elements captured. The reports and dashboard templates will be developed in consultation with the ULB. These reports will be shared with the ULB on monthly basis along with bill submission.
- f. Septic tanks cleaned inadequately: Same as clause d.
- g. Spillage during transportation: Same as clause d.

**Chief Officer**  
**ABC Urban Local Body, ABC**

# V. Form Formats

## ABC URBAN LOCAL BODY

**Name of Work :- "Service contract for scheduled emptying of septic tanks, ABC city"**

### STATEMENT NO I

**Details of suction emptier trucks available with the tenderer for the use of this work**

<b>Sr. No</b>	<b>Name of equipment</b>	<b>No. of units</b>	<b>Kind and make</b>	<b>Capacity</b>	<b>Age and condition</b>	<b>Present location</b>	<b>Remarks</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>

Signature of the Sanitary Inspector

Number of corrections

Signature of the bidder

**ABC URBAN LOCAL BODY**

**Name of Work :- "Service contract for scheduled emptying of septic tanks, ABC"**

**STATEMENT NO II**

**Details of work of similar type and magnitude carried out by the tenderer**

<b>Sr. No</b>	<b>Name of work</b>	<b>Cost of work</b>	<b>Date of starting of work</b>	<b>Date of completion</b>	<b>Actual date of completion</b>	<b>Time in which completed</b>	<b>Remarks</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>

Signature of the Sanitary Inspector

Number of corrections

Signature of the bidder

**ABC URBAN LOCAL BODY**

**Name of Work :- "Service contract for scheduled emptying of septic tanks, ABC"**

**STATEMENT NO III**  
**Details of technical personnel with the tenderer**

<b>Sr. No.</b>	<b>Name of person</b>	<b>Qualification</b>	<b>Location of work (Field or office)</b>	<b>Experience of execution similar type of works in detail</b>	<b>Period for which the person is working with the tenderer</b>	<b>Remarks</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>

Signature of the Sanitary Inspector

Number of corrections

Signature of the bidder



**ABC URBAN LOCAL BODY**

**Name of Work :- "Service contract for scheduled emptying of septic tanks, ABC"**

**STATEMENT NO IV**

**Year wise statement showing cost of completed works**

Sr. No	Name of work	Year wise cost of executed work			Remarks
		Year 1	Year 2	Year 3	
1	2	3	4	5	6
					Necessary certificate for each of the completed works to be duly attached and to be certified with the sanitary inspector

Signature of the Sanitary Inspector

Number of corrections

Signature of the bidder

**ABC URBAN LOCAL BODY**

**Name of Work :- “Service contract for scheduled emptying of septic tanks, ABC”**

**STATEMENT NO V  
Financial Statement (Latest 3 FY)**

<b>Years</b>	<b>Annual Turnover (in INR Lakhs)</b>	<b>Profit Before Tax (in INR Lakhs)</b>	<b>Net Worth (in INR Lakhs)</b>

(This annexure shall be certified by the Chartered Accountant)

Signature of the Sanitary Inspector

Number of corrections

Signature of the bidder

**ABC URBAN LOCAL BODY**

**Name of Work :- “Service contract for scheduled emptying of septic tanks, ABC”**

**STATEMENT NO VI  
Organization Profile**

Name of the Firm	
Contact Details:	
Name of the Contact Person	
Address of Correspondence with Pin Code	
Phone No.	
Fax No.	
Mobile No.	
E-mail Address	
Legal status of the firm and Registration details. (Proprietary/Partnership/Pvt Ltd/ other)	
PAN No.	

Signature of the Sanitary Inspector

Number of corrections

Signature of the bidder

## VI. Opening of Tender

All submitted tenders will be opened online

## VII. Acceptance of Tender

1. The acceptance of tender may be communicated to the Contractor through a written notice by the tender opening authority.
2. The successful tenderer will be required to produce a valid and concurrent license issued in his favor under provisions of the Contract labor act 1970 before starting the work, to the concerned authority. On failure to do so, the acceptance of the tender is liable to be withdrawn and earnest money forfeited.
3. The tenderer whose tender is accepted will have to give an undertaking in writing to the effect that he/ they will pay the laborers engaged on work, the wages as per minimum wages Act 1948 or as and when revised by the Government, applied to the Zone in which the work lies and act accordingly.
4. The Contractor shall comply with the provisions of the payment of wages act 1936, Minimum wages Act 1948, Employees liability Act 1938, Workmen's compensation Act 1961, The Contract labor Act 1979, and any modification thereof or any law relating thereof and rules made there under from time to time.
5. The Contractor will have to sign the original copy of the tender papers and the drawings according to which work is to be carried out. The Contractor shall also have to give a declaration to the effect that he has fully studied the plans, specifications, local conditions, and availability of laborers, and materials and that he has quoted his rates with the consideration to all these factors.

## VIII. Declaration of the Contractor

I/We \_\_\_\_\_

Here by declared that I/We have made myself/ ourselves thoroughly conversant with the conditions of the Contract and labor and materials for which I/We have based my/our rates for this work. The specification and conditions on this work have been carefully studied and under stood by me/Us before submitting this tender.

Signature of Contractor(s)

# Annexures

## Annexure 1. Operating procedure for emptying of septic tanks

### Daily Preparation for the emptying and transport service

- Receive work orders for the day from the control centre
- Check the functioning of suction emptier and equipment
- Check personal protective equipment – All employees should be responsible for maintaining their own personal protective equipment (such as gloves, boots, hat, face mask, Davy's lamp) in good condition
- Check disinfecting and spill control equipment – Operators should be trained on identifying spills and proper methods of disinfecting. Sprinkle lime over spilled area, wait 15 minutes, then wash with water
- Check Hoses – inspect hoses for cracks and wear– discard or repair worn and broken hoses. Connecting the Hose in the correct manner using the clamp style fitting ensures a tight and leak proof connection. Use of twine and plastic for making connections causes leaks and require cleanup.



### Operating the suction emptier

Operators should become familiar with the proper operation of the equipment in use for each operation. This includes the physical operation of the truck, and all valves, piping, power take-offs and ancillary equipment for the vacuum emptier (including the tank, valves, hoses, and fittings). The following steps can be followed for operating the vacuum emptier:

- Reach the first site and meet the building owner.
- Before pumping, check the tank to look for obvious damage to the structure and to verify proper piping is in place.
- Check the water level to get clues as to tank condition: high levels (above outlet level) indicate a clogged outlet; low levels (below outlet level) indicate a leaking tank (or tank not in use).
- Check for back flow into tank during pumping and when pumping is complete. Flow back may indicate a problem with plumbing in the house or clogged disposal.
- Open the access covers, inspect the interior and exterior of the tank. If more than one, locate and remove lids from all compartments.
- Ensure that the covers are to be left open approximately ten (10) minutes before the Contractor commences the desludging works in order to release methane gases from the septic tank.
- Each compartment will require pumping after ventilating. Probe the tank with the last length of hose. This will provide an indication on the volume of sludge to pump.
- Start the pump or vacuum equipment. The operator will make sure there is suction and that the pump is operating.
- Volume in the tank should start decreasing rapidly. Use hose to break up sludge and scum to the extent possible.

After pumping is complete, check the tank for remaining sludge. If there are accumulated solids remaining, initiate the pump-back procedure, which is to send the pumped faecal sludge under pressure back into the tank and direct this flow toward the sludge mass. This will break up the mass, making it possible to pump out. When pump-back is complete, pump out the tank again (suction). When pumping is complete, wash the hoses and replace the tank lids. Leave back small amount of sludge of around 1 to 2 inches in the tank so that it microorganisms can act upon the new incoming faecal waste. Clean up any spills and disinfect with lime or bleach solution. Chemicals such as lime can also be added into the suction trucks to neutralize the septage, to render the septage more treatable and to reduce odours.

## Annexure 2. Self-reporting by contractor

### Template 1: Collection and transport records form / manifest forms filled by contractor - Daily

#### Form to be filled by contractor

##### i. Identification of Waste:

- a) Volume \_\_\_\_\_ litres  
 b) Type: \_\_\_\_\_ Septic Tank \_\_\_\_\_ Others  
 c) Source: \_\_\_\_\_ Residential \_\_\_\_\_ Commercial \_\_\_\_\_ Restaurant \_\_\_\_\_ Public Toilet \_\_\_\_\_ Others

##### ii. Details of Waste Generator

- a) Name:  
 b) Phone Number:  
 c) Address:  
 d) Property tax no:  
 e) Pin:  
 f) Any kind of deficiencies, missing pipes or fittings, improper manholes or access covers, any other cracks or damage observed: \_\_\_\_\_  
 g) Access covered placed : Yes / No  
 h) Septic tank cleaned : Yes / No

The undersigned being duly authorized does hereby certify to the accuracy of the source and type of wastewater collected and transported.

Date: \_\_\_\_\_, Time: \_\_\_\_\_, Name and Signature- Property owner: \_\_\_\_\_

##### iii. Details of Transporter / Operator

- a) Company Name:  
 b) Permit:  
 c) Vehicle License:  
 d) Truck capacity :  
 e) Pump out date:

The above described wastewater was picked up and hauled by me to the disposal facility name below and was discharged. I certify that the foregoing is true and correct:

Name and Signature of authorized transport agent and title: \_\_\_\_\_

##### iv. Acceptance by ABC Municipality's authorized STP

The above transporter delivered the described wastewater to this disposal facility and it was accepted.

The waste was contaminated with solid waste or other kinds of waste: Yes / No,  
 Details: \_\_\_\_\_

Septage received at treatment plant: Date: \_\_\_\_\_, Time: \_\_\_\_\_, Volume: \_\_\_\_\_ liters

Name and Signature of authorized treatment plant operator signatory and title:  
 \_\_\_\_\_

NOTE: SUBJECT TO THE TERMS AND CONDITIONS OF ABC MUNICIPALITY.

### Methodology to fill the Daily format:

- The contractor has to get forms in template 1 filled on a daily basis
- The cost of printing these forms is to be borne by the contractor.
- If more than one household septic tank is cleaned in one trip, the second household should be noted in a separate form
- Four copies of this form would be created:
  - **1<sup>st</sup> copy** with household / property owner and contractors signature would be **taken by household.**
  - **2<sup>nd</sup> copy** with household / property owner, contractor and treatment plant operator signatures would be **taken by treatment plant operator.**
  - **3<sup>rd</sup> copy** with household / property owner, contractor and treatment plant operator signatures would be **taken by contractor**
  - **4<sup>th</sup> copy** with household / property owner, contractor and treatment plant operator signatures would be **submitted to the ULB** for payment process.
- At the end of the month, this form along with the progress form (template 2) needs to be filled and submitted to the ULB.

### Template 2: Monthly form to be filled by Septage transporter - Monthly

Sr. No.	Property number	Property address and contact	Date of cleaning	Access cover placed (Y/N)	Septic tank cleaned (Y/N)	Septage received at treatment plant (Y/N)	Contaminated waste (Y/N)
1							
2							
3							
4							
5							

### Methodology to fill the monthly format:

- This form will be filled by the contractor at the end of the month, based on template 1
- The cost of printing this form is to be borne by the contractor.

**Annexure 3. City Map and location of septage disposal**

Signature of the Sanitary Inspector

Number of corrections

Signature of the bidder