



Bhavnagar Municipal
Corporation
Solid Waste Management
Department



--:: Tender Notice ::--

Bhavnagar Municipal Corporation invites e-Tenders from the experienced bidder for **Work of SUPPLY 10 Nos. MECHANIZED TRUCK MOUNTED ROAD SWEEPER MACHINE AND OPERATING FOR 7 YEARS AS PER BMC TENDER SCOPE OF WORK, REQUIREMENTS & TERMS CONDITIONS FOR MUNICIPAL SOLID WASTE MANAGEMENT UNDER SWACHH BHARAT MISSION.**

The last date for submission of e-Tender (**IFB/ Tender Notice No - BMC/SWM/2023-24/08**) on www.nprocure.com is 06/04/2024 -- 18.00 pm. For more details please visit www.bmcgujarat.com.

(SD)-

Executive Engineer

Place - Bhavnagar

Solid Waste Management

Date - 15/03/2024

Bhavnagar Municipal Corporation

Notice Inviting On-Line Tender		
Tender Notice/ IFB No.		BMC/SWM/2023-24/08
Department Name	:-	Solid Waste Management Department (Bhavnagar Municipal Corpo.)
Name of Project	:-	Integrated Solid Waste Management for the following works Under Swachh Bharat Mission / Finance Commission / Govt. Grant / Self Fund.
Name of Work	:-	The requirement of TENDER FOR SUPPLY OF 10 MECHANIZED TRUCK MOUNTED ROAD SWEEPER MACHINE AND OPERATING FOR 7 YEARS AS PER BMC TENDER SCOPE OF WORK, REQUIREMENTS & TERMS CONDITIONS FOR MUNICIPAL SOLID WASTE MANAGEMENT UNDER SWACHH BHARAT MISSION /FINANCE COMMISSION/GOVT. GRANT/SELF FUND
Estimated Contract Value (INR)	:-	-
Period of Completion (month)	:-	84 Months
Joint Venture	:-	Strictly Not Allowed
Rebate	:-	N.A.
Bid Document Fee (DD)	:-	18,000 /-
Bid Security / EMD (DD Only)	:-	36,00,000/-
Tender Fee / EMD in favour of	:-	Commissioner, Municipal Corporation, Bhavnagar
Bid Downloading Start Date	:-	16/03/2024
Bid Downloading End Date	:-	06/04/2024 - 18:00 Pm
Pre Bid Meeting Date	:-	22/03/2024
IF Pre Bid Meeting - Last Date & Time Submission of Query Via E-Mail	:-	21/03/2024 – 17:30 Pm
Last Date & Time of Receipt of Online Submission of Bid	:-	06/04/2024 - 18:00 Pm
Last Date & Time of Submission PHYSICAL DOC	:-	12/04/2024 - 17:30 Pm
Bid Validity Period	:-	180 Days
Remarks :-		
Tender Fee (Demand Draft) (Fee - Non Refundable), EMD (DD) AND all the supporting documents such as Registration, Bank Solvency Certificate etc. shall be submitted in Electronic Format through online scanning along with while submitting the bid AND ALSO shall be submitted in hardcopy for the purpose of realization of document		
Bidder shall send them along with all the required documents mentioned in the Tender documents so as they reach to the office of - Executive Engineer - Solid Waste Management Dept, Municipal Corporation, Mangalsihji Road, Kalanala - Bhavnagar..(by RPAD / Speed Post only) during office hours Up to 12/04/2024 - 17:30 Pm		
Offer of those will be opened whose EMD & Tender fee (Original) And all the supporting documents are received. Penaltative action shall identinitiated for not submitting the supporting documents in original to Executive Engineer - Solid Waste Management Dept., Municipal Corporation, Bhavnagar. by bidder. Hard copy of Price bid will not be accepted and considered Preliminary & Technical Bid, if possible will be opened on 12/04/2024- 17:40 Pm		
Time limit of work will start from the date given in Letter of Accepting -LOA. Terms, Condition & Instruction Given in Tender Document Uploaded with this Tender will be taken in consideration		
Agency Has to write Name of work and Agency with phone number behind DD.		
On the Cover of Supplied Documents, Bidder has to write Name of work, Last date of submission and Name - Address - Phone Number Otherwise COVER WILL NOT BE ACCEPTED/Open		
IF Pre Bid Meeting - Last Date & Time Submission of Query Via E-Mail/ Physical Will be 021/03/2024 -17:30 Pm		
Bid Opening Date (Preliminary Stage)	:-	12/04/2024 - 17:40 Pm
Other Details		
Officer Inviting Bids	:-	Executive Engineer - Solid Waste Management Dept., Municipal Corporation, Bhavnagar
Bid Opening Authority Members in committee	:-	Tender Committee
Address	:-	Executive Engineer - Solid Waste Management Dept., Municipal Corporation, Mangalsihji Road, Kalanala – Bhavnagar
Contact Detail	:-	Solid Waste Management Dept - Exe. Engg. 9979945333 /9558971743 swmexnbmc@gmail.com

BHAVNAGAR MUNICIPAL CORPORATION

Chapter 1.0 TENDER NOTICE

TENDER FOR SUPPLY OF 10 MECHANIZED TRUCK MOUNTED ROAD SWEEPER MACHINE AND OPERATING FOR 7 YEARS AS PER BMC TENDER SCOPE OF WORK, REQUIREMENTS & TERMS CONDITIONS FOR MUNICIPAL SOLID WASTE MANAGEMENT UNDER SWACHH BHARAT MISSION.

1. The Municipal Commissioner, Bhavnagar Municipal Corporation, invites detailed bid from interested parties for the Tender for Tender For Supply Of 10 Mechanized Truck Mounted Road Sweeper Machine And Operating For 7 years As Per Tender Scope Of Work, Requirements & Terms Conditions For Municipal Solid Waste Management Under Swachh Bharat Mission.

2. Sealed tenders for the above work are invited from the bidders. The bidders shall be a single entity only bidding for the Project. Detailed PQ criteria are mentioned in the tender. All necessary documentary evidence shall be submitted along with the tender.

GENERAL DETAILS OF WORKS

Name of work : TENDER FOR SUPPLY OF 10 (Ten Nos.) MECHANIZED TRUCK MOUNTED ROAD SWEEPER MACHINE AND OPERATING FOR 7YEARS AS PER BMC TENDER SCOPE OF WORK, REQUIREMENTS & TERMS CONDITIONS FOR MUNICIPAL SOLID WASTE MANAGEMENT UNDER SWACHH BHARAT MISSION.

Tender Fee(Non- Refundable) Rs _____/-
Earnest Money Deposit Rs. _____/-

Address for submission of the Tender fee, EMD and supporting tender documents(if any):
**2nd Floor, Solid Waste Management Department – Bhavnagar Municipal Corporation,
Sir Mangalsinhji Road, Kalanala, Bhavnagar 364001**

The bidder shall pay the **Tender Fee** to the Bhavnagar Municipal Corporation and shall have to attach the Demand draft / Pay order issued by any Nationalized Bank/Schedule bank/Banks mentioned in BMC circular, in favour of Commissioner, payable at Bhavnagar shall be attached with the Pre-qualification Document.

EARNEST MONEY DEPOSIT

The aforesaid BID must be accompanied by the EARNEST MONEY DEPOSIT as specified in 'General Details of Work' section above. **The EMD shall be in form of a crossed demand draft / pay orders in favour of The Municipal Commissioner – Bhavnagar Municipal Corporation of any Nationalized Bank/Schedule bank/Banks mentioned in BMC circular and payable at Bhavnagar.**

SUBMISSION OF TENDER

The completed Tender document shall be submitted at the following address & price bid through online only.

Tender copy must be accompanied by EMD in the form of Demand draft/ Pay order of Nationalized Bank/Schedule bank/Banks mentioned in BMC circular only in favour of Commissioner – Bhavnagar Municipal The tenders not submitted in line with the tender clauses and without Tender fee and EMD in the form specified, will be out rightly rejected. The Technical bid of only those bidders will be evaluated who have remitted tender fees and submitted EMD.

OPENING OF TENDER

The Technical bid of package will be opened as mentioned in 'General Detail of Work' Section above, if there is any change, same will be conveyed to tenderers. Intending bidders or their authorized representative who wish to participate in tender opening can remain present on the due date and time. Price Bids / Financial bids of only those bidders will be opened, who are successful in the

qualification Criteria and the Technical Evaluation. The date for price bid opening shall be informed to the successful bidders at a later date after evaluation of technical bids.

Tender (a complete set of bidding document) fee shall be Rs. _____/- in the form of Demand Draft/ Pay Order from any Nationalized Bank/Schedule bank/Banks mentioned in BMC circular in favour of MUNICIPAL COMMISSIONER, Bhavnagar, payable at Bhavnagar, which shall be non refundable. The fees shall be paid **up to 16.00 Hrs** to the Office of Executive Engineer SWM Department Bhavnagar Municipal Corporation, Sir Mangalsihji Road, Kalanala, Bhavnagar-364001.

- All bids must be accompanied by EMD of the amount specified for the Works in the above Table payable at Bhavnagar and drawn in favour of BHAVNAGAR MUNICIPAL CORPORATION, Bhavnagar. EMD will have to be in any one of the forms as specified in the tender documents.

- All Relevant supporting Documents of Bids must be delivered to Office of Executive Engineer SWM Department Bhavnagar Municipal Corporation, Sir Mangalsihji Road, Kalanala, Bhavnagar-364001- Information for online participation.

Interested bidders can view detailed tender notice and download tender documents from the above mentioned website.

Bidders who wish to participate in online tender have to register with the website through the "New User Registration" link provided on the home page. Bidder will create login id & password on their own in registration process.

Bidders who wish to participate in this tender need to procure Digital Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact (n) code Solution at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact.

M/S (n) code Solution 301, G.N.F.C. Info Tower, Near Grand Bhagwati Hotel, Ahmedabad 380015, India. Tel: +91 79 26857316 / +91 79 26857317/ Tel: +91 79 26857318.

Bidders who wish to participate in e-Tender need to fill data in predefined forms of tender fee, EMD, PQ (Technical) or experience details and Price bid only.

Bidder should upload scan copies of reference documents in support of their eligibility of the bid.

After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid. Bidder should also submit Document Fees, EMD, Technical bid document (those which are not uploaded) & Reference Documents in hard copy to the department.

GENERAL INSTRUCTIONS

1. The cost of Bid document i.e. tender fees will not be refunded under any circumstances.
2. EMD in the form specified in Bid document only shall be accepted.
3. The offer shall be valid for 120 days from the date of opening of Technical Bid.
4. Tender offers without tender fees, Earnest Money Deposit (EMD) and which do not fulfil all or any of the condition or submitted incomplete in any respect will be rejected. Conditional tender shall not be accepted. Municipal Commissioner, Bhavnagar reserves the right to accept or reject such tenders without assigning any reason thereof.

5. Tenderers should carefully fill in the rates against the items mentioned in the schedule and scrutinize them before submitting the tender. Any variation in rates etc. will not be allowed on any ground such as mistake or misunderstanding etc. after the tender has been recommended or accepted.
6. The tenderers shall have to necessarily quote the rate for services &/or work asked for in the tender and in E price bid only.
7. Tenderers shall have his registered office with telephone. Tenderer having experience in similar works and good track record shall be given preference while considering the tenders. Tenderers shall furnish the date on which the firm was established, the names of all the partners constituting the firm with their residential addresses and experience in similar works. Tenderers having telephones at the residence of the proprietor shall state the same in the tender.
8. Municipal Commissioner decision will be final and abiding to all for accepting or rejecting and any interpretation of terms of the tender.
9. In case the tenderers will try to do any type of corrupt procedure like writing letters / e-mails / phone calls / Personal visits to the officers of the Municipal Corporation or any one after prize bid open will be liable for punishment procedure
10. As per the Bombay Stamp Rules Act 1958, Appendix 1, Article 5, the successful bidder shall enter in to an Agreement with the Corporation on Rs. 300 Stamp Paper / Value as per new norms.
11. Bidders shall submit necessary registration certificate like GST number registration copy & any other if required for execution of such work as per government rules along with tender document.

If required tenderer may visit at our Municipal Central Workshop & SWM Dept. for general idea of working and requirements of **Mechanized Road Sweeping Work** with prior appointment.

Municipal Commissioner, Bhavnagar reserves the right to accept or reject any or all tenders without assigning any reason thereof. This Tender notice shall form a part of contract document. The tenderers are advised to read carefully the "Instructions to tenderer" and "Qualification Criteria" contained in the tender documents.

Contractor's Sign With seal

**Executive Engineer
Solid Waste Management Department
Bhavnagar Municipal Corporation**

BHAVNAGAR MUNICIPAL CORPORATION
Chapter 2. INSTRUCTIONS TO TENDERER

1. **Bhavnagar Municipal Corporation invites TENDER FOR SUPPLY OF Ten (10) MECHANIZED TRUCK MOUNTED ROAD SWEEPER MACHINE AND OPERATING FOR 7 YEARS AS PER BMC TENDER SCOPE OF WORK, REQUIREMENTS & TERMS CONDITIONS FOR MUNICIPAL SOLID WASTE MANAGEMENT UNDER SWACHH BHARAT MISSION**
2. The requirement of **TENDER FOR SUPPLY OF 10 MECHANIZED TRUCK MOUNTED ROAD SWEEPER MACHINE AND OPERATING FOR 7YEARS AS PER BMC TENDER SCOPE OF WORK, REQUIREMENTS & TERMS CONDITIONS FOR MUNICIPAL SOLID WASTE MANAGEMENT UNDER SWACHH BHARAT MISSION /FINANCE COMMISSION/GOVT. GRANT/SELF FUND FOR 07 YEARS OF CONTRACT PERIOD** and their detailed technical specifications, scope of work etc. are set out in **Appendix 1**. Interested and qualified parties, based on qualification criteria set out in **Appendix 2, (Online)** are requested to submit information about bidder and a financial Quotation / price bid in a manner prescribed in **Appendix 3 & 4 (Online)**. **Tenderer has to submit various other details as per format / details asked for in the Annexure 1 to 7**
3. Each tenderer shall submit only one (1) Bid for each of the item, in response to this Tender Document (TD). Any tenderer who submits more than one Bid for the item will be disqualified.
4. Not More than one tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested as a proprietor and / or a partner & / or director shall submit tender for the execution of the same work / tender. If they do so all such tender shall be liable to be rejected. Decision of MC, BMC in this regard will be final & binding to all bidder.
5. At any time prior 72 hours to the last date and time of submission of Bids BMC may, for any reason, whether at its own initiative or in response to clarifications requested by any Tenderer, modify the TD by the issuance of Addenda. All interested tenderers shall have to check the BMC / n procure website. The Bidder shall not transfer the TD to another interested party. Any reply/changes (if required) will also be declared on the above website only.
6. Deleted.
7. Perpetrations of tender document: Tenderer shall carefully examine the tender documents and fully inform themselves as to all the conditions and matters, which may in any way effect the work or the cost Should a Tenderer find discrepancies, error or omission from the specifications or other documents or should he be in doubt as to their meaning, he should address query to the concerned authority. Any resulting interpretation of the tender documents (if required) will be issued to all Tenderers as an addenda corrigendum. Verbal clarification and/or information given by the Tenderer shall not be binding on the Corporation.
8. Modification of Documents: Modification of specifications and extension of the closing date of the tender will be published on the website only. These shall be signed by the tenderer and shall form a part of tender. If required will be made by an addendum / corrigendum.
9. Addenda: Addenda form part of the contract documents and full consideration shall be given to all addenda in the preparation, evaluation etc. of tender. Tenderer shall verify the number of addenda issued, if, any and acknowledge the receipt of all Addenda in the Tender. Failure to do so may cause the Tender to be rejected.
10. The Bid shall remain valid for a period not less than 120 days from the date of opening of tender i.e. technical bid (bid validity period). BMC reserves the right to reject any Bid, which does not meet this requirement. In exceptional circumstances, prior to expiry of the original

Application Validity Period, BMC may request Applicants to extend the Application Validity Period for a specified additional period. Applicants not extending the Application Validity Period when so requested would automatically be disqualified.

11. The EMD shall be in the form of a crossed demand draft / Pay Order in favour of the banks as per BMC circular, Municipal Commissioner, Bhavnagar on any Nationalized / Schedule bank / Bank as per BMC circular, Municipal Commissioner, Bhavnagar on any Nationalized / Schedule bank / Bank as only, payable at Bhavnagar.
12. The EMD shall be forfeited in the following cases:
 - a) If the Tenderer withdraws it's Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period.
 - b) If the successful Tenderer fails to provide the Performance Security deposit within the stipulated time or any extension thereof provided by BMC;
13. Formats and Signing of Bid
14. The Tenderer would provide all the information as per this Tender Document. BMC would evaluate only those Bids that are received in the required format and are complete in all respects. Each Bid shall comprise the following:
 - (a) Details of the Tenderer in the format set out in **Appendix 3- Online**
 - (b) Qualification Criteria / Technical bid in the format set out in **Appendix 2- Online**
 - (c) Financial Quotation/ price bid for **TENDER FOR SUPPLY OF 10 Nos. MECHANIZED TRUCK MOUNTED ROAD SWEEPER MACHINE AND OPERATING FOR 7YEARS AS PER BMC TENDER SCOPE OF WORK, REQUIREMENTS & TERMS CONDITIONS FOR MUNICIPAL SOLID WASTE MANAGEMENT UNDER SWACHH BHARAT MISSION/FINANCE COMMISSION/GOVT. GRANT/SELF FUND FOR 07 YEARS OF CONTRACT PERIOD** in the format set out in **Appendix 4** in online format only.
 - (d) Tenderer has to submit various other details and formats duly self attested and signed as per Annexure 1 to 7.
 - (e) Tender fee
 - (f) The Bidder shall duly sign all the sheets of the Tender Document submitted in support of their online tender.
 - (g) EMD
 - (h) All bidders are requested to upload technical bid documents, however if they found any difficulty in uploading, they can submit the same in physical with tender technical bid (EMD, Tender fee etc.) supporting documents.
15. The bidder shall seal the Tender fee, EMD and relevant Tender Document submitted in support of their online tender in envelopes, which shall be clearly marked as **TENDER FOR SUPPLY OF 10 Nos. MECHANIZED TRUCK MOUNTED ROAD SWEEPER MACHINE AND OPERATING FOR 7 YEARS AS PER BMC TENDER SCOPE OF WORK, REQUIREMENTS & TERMS CONDITIONS FOR MUNICIPAL SOLID WASTE MANAGEMENT UNDER SWACHH BHARAT MISSION** along with tender number, due date of tender etc.
16. The Tender Document submitted in support of their online tender shall be initialed by an authorized signatory of the Bidder or an Individual, as applicable.
17. Sealing and Marking of Bid for submission of Physical Tender supporting documents.
18. The envelope for EMD -Tender fee and relevant supporting documents must be super scribed with the following information:
 - (a) Name and Address of Tenderer; Name of work; Tender due date and time; Tender Number;
19. If the envelope is not sealed and marked as instructed above, BMC assumes no responsibility

for the misplacement or premature opening of the contents of the Bid submitted and such Bid, may, at the sole discretion of BMC, be rejected.

Tender shall be submitted through E - tendering only. (On line price Bid is compulsory)

20. BMC reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it. The response to the queries shall be uploaded only (if found appropriate and required) on www. BMC.nprocure.com & BMC website.
21. **Bid Due Date** : As mentioned in tender.
22. Bids should be submitted online before 18.00 hours IST on _____, in the manner and form as detailed in this PD. Bid submitted by either Hard copy (not as per format in TD), facsimile transmission or telex or email or in person will not be accepted and such tender/s will be rejected.
23. BMC may, in exceptional circumstances, and at its sole discretion, extend the above Bid Due Date by issuing an Addendum / corrigendum.
24. Opening of Bids and Clarifications
All information must be typed or hand written legibly in English language. All pages of the pre-qualification **document must be initialed by the applicant. All corrections, erasures or overwriting, therein, must be initialed by Applicant.**
25. **BMC reserves the right to reject any or all Bids not submitted on time and which does not contain the information/documents as set out in tender .**
26. To facilitate evaluation of Bids, BMC may, at its sole discretion, seek clarifications in writing from any Tenderer regarding its Bid, and can take information from past purchasers / customers etc as may be required.
27. Evaluation
The details given by the applicants in the pre-qualification documents will be evaluated as per qualifying criteria, given in tender. Bhavnagar Municipal Corporation reserves the right to restrict the list of pre-qualified applicants to any number deemed suitable by it. Bhavnagar Municipal Corporation's decision for interpretation of any term of pre-qualification criteria, pre-qualifying the applicants etc. shall be final and binding to all.
28. As part of the evaluation, the Bids shall be checked for responsiveness with the requirements of the TD and only those Bids, which are found to be responsive, would be further evaluated in accordance with the criteria, set out in this TD.
29. The Bid would be considered to be responsive if it meets the following conditions:
 - It is received /deemed to be received by the Bid Due Date including any extension thereof.
 - It is signed, sealed and marked as stipulated in tender.
 - It contains all the information and documents as requested in the TD.
 - It contains information in formats specified in this TD.
 - It mentions the validity period as set out in tender.
 - It provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by BMC without communication with the Tenderer). BMC reserves the right to determine whether the information has been provided in reasonable detail.
 - There are no inconsistencies between the Bid and the supporting documents. A Bid that is substantially responsive is one that conforms to the preceding requirements

without material deviation or reservation. A material deviation or reservation is one (i.) which affects in any substantial way, the scope, quality, or performance of the project, or (ii.) which would affect unfairly the competitive position of other Tenderer/s presenting substantially responsive Bids.

30. BMC reserves the right to reject any Bid, if:
 - (a) If the tender is incomplete; or
 - (b) At any time, a material misrepresentation is made or discovered; or
 - (c) The Tenderer does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Bid.
31. In case the Bid is found to be responsive, the Bid would be evaluated in accordance with the Qualification Criteria as set out in Appendix 2.
32. In case the Bid is found to be inadequate, BMC may request the Tenderer for supplementary information to the Bid submitted. As part of the evaluation of the Bid, BMC may also request the Tenderer to submit clarifications.
33. The Financial Quotations/ Bid of only those Tenderer/s, who meet the Qualification Criteria, would be opened.
34. The Tenderer offering the lowest quotation for the TENDER FOR SUPPLY OF 10 MECHANIZED TRUCK MOUNTED ROAD SWEEPER MACHINE AND OPERATING FOR 7YEARS AS PER BMC TENDER SCOPE OF WORK, REQUIREMENTS & TERMS CONDITIONS FOR MUNICIPAL SOLID WASTE MANAGEMENT UNDER SWACHH BHARAT MISSION **FINANCE COMMISSION/GOVT. GRANT/SELF FUND FOR 07 YEARS OF CONTRACT PERIOD** as per formula given in tender would be declared as the Preferred Tenderer for the same.
35. Tenderer has to **submit the technical presentation** in support of their technical bid (**if asked by BMC**) with all the credentials and salient features of their Vehicles & proposal to enable the more technical evaluation of the available proposal, if required BMC can ask the tenderer to show the live working of the Vehicles and based on the performance, BMC can take the decision for technical evaluation. This will be binding to all the bidder.
36. Even though agency is qualifying all the above criteria but found to be poor in performance, in the opinion of class-I officer of BMC and above cadre, his price bid will not be opened. It is the discretion of Municipal Commissioner or the Tender Scrutiny Committee to qualify / disqualify the agency or to open / not to open the price bid of agency.
37. BMC may either choose to accept the rate quoted by the bidder of the Preferred Tenderer or invite him for negotiations.
38. In case there are two or more Tenderer quoting the same price, BMC may in such case call all such Tenderer for negotiations and select the Preferred Tenderer on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of BMC.
39. In the event of acceptance of the Preferred Tenderer with or without negotiations, BMC shall declare the Preferred Tenderer as the Successful Tenderer. BMC will notify the Successful Tenderer through a Letter of Award (LoA) / order that its Bid has been accepted.
40. This work will be considered as rate contract for Mechanized Road Sweeping Work as per tender requirements - Scope of work and technical specifications of BMC as per tender conditions; as per PD. Rate sanctioned will be fixed for entire one year RC (Rate Contract) period from the date of work order. After that, 5% escalation on previous year rate will be added. During this RC period if BMC needs more Sweeping Machine units work contract;

successful bidder has to carry out for Mechanized Road Cleaning work at the same approved rates & terms. No price escalation will be given during RC period. Only change in taxes, duties, govt. levies will be accepted by BMC & consider for payment. Decision of The Municipal Commissioner Shri, BMC will be final & binding to all. BMC can order for further / extra quantity, if required during entire RC period.

41. Notwithstanding anything contained in this Tender Document, Municipal Commissioner, BMC reserves the right to accept or reject any quotation, or to annul the bidding process or reject all quotations, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.
42. Notwithstanding above, the MC- BMC, at his discretion, may also split the contract, if require for timely execution of the work among two of more qualified bidders. MC- BMC 's decision in this regard shall be final. MC- BMC also reserves right to award the Contract to any of the eligible and qualified suitable Bidder. Splitting of work will be carried out based manufacturing capacity, past work experience of the bidder, time frame for execution of work etc and this shall be binding to all bidders. Parallel Rate contract, if required, can also be awarded on above basis and will be binding to all.
43. However, if the BMC decide to put an end to the business relations on breach of any conditions of the contract no such notice shall be necessary and on event of BMC decided to put an end to the business relations on breach of any conditions of the contract no such notice shall be necessary and on event of BMC deciding to terminate the business, and the R.C. shall stand terminated with immediate effect.
44. The R.C. can also be terminated by the MC - BMC in the following circumstances:
 - 1) If the firm is debarred or disqualified or ceases to exist or convicted of anyoffence.
 - 2) If the quality of the item to be supplied is found not up to the ISI standard /BMC Specifications (as applicable) and found to be not of standard quality.
 - 3) If deployment position of the firm is not satisfactory.
45. Whenever under this contract any sum of money is recoverable from the RC Holder and payable to the MC - BMC, Bhavnagar, or an officer empowered by him shall be entitled to recover such sum by appropriating in part of whole the Security Deposit paid by the Contractor, if a security being insufficient or if no security has been takenfrom contractor, then the balance of the total sum recoverable as the case may be deducted from the sum due to the contractor under this or any other contract.
46. If any dispute arises about the contract or any terms of contract, Municipal Commissioner, BMC shall be the sole arbitration and his decision would be final andbinding to all the parties.
47. Vehicles shall be inspected / verified by Joint Director (Mechanical) & / or authorized representative/s of BMC with the specification of BMC (if required) & on approval same shall be put in working.
48. The price escalation or variation clause will not be accepted. Tenderer has to quote the total price, net including of all taxes & duties etc. and for evaluation and finalization purpose, the total price will be taken in to consideration. Transportation, Packing, Forwarding, Insurance charges are included in the indicated price. However any change in the GST, Govt. statutory levies and taxes etc. will be considered for payment at actual for which contractor will have to submit necessary documentary proofs as required by department. No other change will be accepted. For contract work rate increase will be given every yearly as per tender terms
49. The technical specification and scope of work for TENDER FOR SUPPLY OF 10 (Ten) Nos.

MECHANIZED TRUCK MOUNTED ROAD SWEEPER MACHINE AND OPERATING FOR 7YEARS AS PER BMC TENDER SCOPE OF WORK, REQUIREMENTS & TERMS CONDITIONS FOR MUNICIPAL SOLID WASTE MANAGEMENT UNDER SWACHH BHARAT MISSION **FINANCE COMMISSION/GOVT. GRANT/SELF FUND FOR 07 YEARS OF CONTRACT PERIOD** is given in Appendix 1, however bidder are advice to personally visit the BMC, SWM Dept. for better understanding of requirement and working of Vehicles.

➤ **Language of Bid**

The bid, and all correspondence documents relating to the bid, exchanged between the Bidder and the BMC, documents shall be written in the Gujarati or English language. Supporting documents and printed literature furnished by the Bidder may be written in another language, provided that they are accompanied by an accurate translate of the relevant passages in English language, in which case, for purposes of interpretation of the bid, the English translation shall prevail.

➤ **Bid Form and Price Schedules**

The Bidder shall quote the rates in "**Schedule B**" furnished in the bidding document.

➤ **Bid Prices**

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

All duties, taxes (excluding GST) and other levies payable by the Contractor under the Contract shall be included in the rates to be quoted in "Schedule B".

➤ **Currencies of Bid**

Prices shall be quoted in Indian Rupees.

➤ **Bid Validity**

Bids shall remain valid for a period of 180 (one hundred and eighty) days after the date of bid opening.

In exceptional circumstances, prior to expiry of the original bid validity period, the BMC may extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting his Earnest Money Deposit (EMD). A Bidder agreeing to the request will not be required or permitted to modify his bid.

➤ **Earnest Money Deposit and Security Deposit**

The Bidders are required to deposit, along with their bid, **EMD of Rs. / -** refundable not later than 120 (One Hundred Twenty) days from the bid due date except in the case of the preferred Bidder.

The Earnest Money Deposit (EMD) shall be in the form of valid Demand Draft in favour of "Municipal Commissioner, Bhavnagar Municipal Corporation" payable at Bhavnagar. The Bid shall be summarily rejected if it is not accompanied by the EMD.

The failure or omission to deposit the Earnest Money Deposit with the bid shall disqualify the Bidder and such disqualified Bidders(s) shall be excluded from its consideration in bidding process.

➤ **Forfeiture of EMD**

The Bidder shall not revoke his bid or vary its terms and conditions without the consent of

the Bhavnagar Municipal Corporation during the validity period of bid. If the Bidder revokes the bid or varies its terms or conditions contrary to its promise to abide by this condition, the Earnest Money Deposit submitted by Bidder shall stand forfeited without prejudice to his other rights and remedies and the Bidder shall be disentitled to submit a bid to the Bhavnagar Municipal Corporation for execution of any work during the next twenty-four (24) Months effective from the date of such revocation.

If the successful Bidder does not pay the Security Deposit in the prescribed time limit or fails to sign the contract agreement his Earnest Money Deposit will be forfeited by the Bhavnagar Municipal Corporation.

➤ **Refund of Earnest Money**

Earnest Money Deposit of unsuccessful Bidders shall be refunded after the successful Bidder furnishes the required Security Deposit to the Bhavnagar Municipal Corporation and signs the Contract Agreement or within thirty (30) days of the expiry of validity period of Bids, whichever is earlier.

➤ **Security Deposit against the Work**

1. Capital Works

The person/persons whose tender may be accepted [here- in after called the Contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assignees] shall [within 10 days of the receipt by him of the notification of the acceptance of his tender] deposit with Municipal Commissioner cash or Government securities endorsed to the Municipal Commissioner sum sufficient which will make up the full security deposit specified in the tender.

If the amount of the security deposit to be paid in lump sum within the period specified above is not paid the tender contract already accepted shall be considered as cancelled. The security deposit lodged by Contractor shall be refunded after the expiry of the Defects Liability period after deducting dues, if any, which become liable to be recovered from the Contractor under the terms and conditions of this Agreement.

Sr. No.	Security Deposit & Retention Money	Description for payment and release.
1	<p>5% amount of Procurement work (Procurement of 10 Nos. Mechanical Sweeper machine quoted rate) amount as mentioned in tender document as Security deposit</p>	<p>Contractor shall provide in the form of crossed demand draft / pay order / BG in favour of the Municipal Commissioner, Bhavnagar on any Nationalized Bank / Schedule bank / Banks mentioned in BMC circular Bank / Schedule bank/Banks mentioned in BMC circular, payable at Bhavnagar only.</p> <p>5% will be released after Completion of Procurement Work and after due clearance from Audit Department of BMC without any interest. The amount will be paid as per the payment terms and conditions of Bhavnagar Municipal Corporation.</p>
2	<p>5% from each RA Bill as Retention Money. Bhavnagar Municipal Corporation reserves the rights to increase or decrease Percentage for Deduction of Retention Money.</p>	<p>Retention money shall be refunded only after completion of the defect liability period of 06 months and after rectifying the defects found, if any, within defect liability period and after due clearance from Audit Department of BMC without any interest as intimated by Bhavnagar Municipal Corporation.</p>

Note: - Release of Any kind of Performance Security will be subjected to that any defect if

found shall have to be rectified /complied as per the direction given by Engineer in Charge, within the said periods and after due clearance from Audit Department of Bhavnagar Municipal Corporation.

2. Operation & Maintenance

For operation and maintenance contract, contractor shall have to sign separate contract.

Sr. No.	Security Deposit & Retention Money	Description for payment and release.
1	5% of 1 st year of Operation and Maintenance contract amount as Security deposit.	<p>Contractor shall provide in the form of crossed demand draft / pay order / BG in favour of the Municipal Commissioner, Bhavnagar on any Nationalized Bank / Schedule bank / Banks mentioned in BMC circular Bank / Schedule bank/Banks mentioned in BMC circular, payable at Ahmedabad only.</p> <p>5% will be released after Completion of O&M Contract The security deposit for operation and maintenance work will be released after completion of O&M contract, handing over Sweeper Machine in working condition and after completion of relevant procedures as per the terms and conditions of Bhavnagar Municipal Corporation. Moreover, clearance from Bhavnagar Municipal Corporation, Solid Waste Management Department and Audit Department shall be obtained for releasing of security deposit amount.</p>
2	Additional Security Deposit to be deposited by contractor each year from 2 nd Year to 7 th Year.	<p>Deficit amount of SD = (Estimated contract amount of next year x 5%) – SD of previous years as per the work order.</p> <p>The amount will be released after completion of O&M contract, handing over site inclusive of civil, mechanical, electrical, and other component in working condition and after completion of relevant procedures as per the terms and conditions of Bhavnagar Municipal Corporation. Moreover, clearance from Bhavnagar Municipal Corporation, Solid Waste Management Department and Audit Department shall be obtained for releasing of security deposit amount.</p>
3	5% from each RA Bill as Retention Money. Bhavnagar Municipal Corporation reserves the rights to increase or decrease Percentage for Deduction of Retention Money.	<p>Retention money amount will be released after completion of O&M contract, handing over Sweeper Machine in working condition and after completion of relevant procedures as per the terms and conditions of Bhavnagar Municipal Corporation. Moreover, clearance from Bhavnagar Municipal Corporation, Solid Waste Management Department and Audit Department shall be obtained for releasing of security deposit amount.</p>

In addition to above as and when directed additional security deposit as indicated **Unbalanced Offer** Clause, also will be required to be deposited in event of BMC demanding the same because it finds the offer unbalanced. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that in the event of failure of the Contractor to provide the security deposit in accordance with the provisions and within the time specified therein or such extended period as may be provided by the BMC, in accordance with the provisions, the BMC may en-cash

the EMD and appropriate the proceeds there of as Damages, and thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

If contractor fails to remit the security deposit within 15 days from the date of work order, then penalty at the rate of 0.065% per day of the amount of security deposit will be charged. If the security deposit is not paid within one month with penalty, necessary actions as per the conditions of contract will be taken as per the norms of AMC. To levy penalty charges or not will be under the rights and sole discretion of Ahmedabad Municipal Corporation.

➤ **Forfeiture of Security Deposit against Work**

The security deposit may be forfeited, if the bidder does not accept the bid, as prescribed in this bid document. If during the term of this contract, the contractor is in default of the due and faithful performance of his obligations under this contract, the Municipal Corporation, Bhavnagar shall, without prejudice to its other rights and remedies here under or at the Applicable Law, be entitled to call in, retain and appropriate the Security Deposit.

50. EXTENSION FOR DELAY.

If machine/s deployment is delayed by:

- a) Force Majeure.
- b) Abnormally bad weather, or
- c) Serious loss or damage by fire
- d) Civil commotion or strike or lock out of their principal workshop.

Any other cause which is beyond the contractor's control then upon the happening of any such event causing delay, the contractor shall immediately inform in writing to the Commissioner Bhavnagar Municipal Corporation but at the same time his best endeavors to make good the delay. The Commissioner in such event can take the final decision regarding the late delivery penalty for such cause.

51. The contractor must follow all the rules and regulations pertaining to the work, labour etc. Contractor shall have to produce Employee labor license and P. F. license and must follow rules and regulations as amended in law. The expense of having the license shall be borne by contractor. Contractor has to maintain PF, ESIC, Professional tax account of their staff. BMC shall not be responsible for the same.

52. PAYMENTS DUE FROM CONTRACTOR.

The Municipal Commissioner shall be entitled to recover costs, damages, or expenses for which under the contract, the contractor is liable to the Bhavnagar Municipal Corporation from any money due or becoming due to the contractor under the contract or Municipal Commissioner will have the liberty to recover the amount from the contractor.

53. Payment Terms: - As mentioned in Appendix-1

54. PQ criteria are mentioned in Appendix-2.

55. The MC - BMC shall, in addition to his powers under other clauses to terminate the contract, have powers to terminate his liability there under of the time by giving one month's (or such shorter period as may be mutually agreed) notice in writing to R.C. holder of his desire to do so and upon expiry of the notice, the contract shall be terminated without prejudice to the right

accrued to the date of the termination.

56. Successful bidder has to use all virgin material for fabrication/ manufacturing of the ordered item/ material and has to submit all necessary proofs like Invoice copies of material purchased, test reports etc as per BMC requirements.
57. Contractors shall make payment to their employee/ workers through bank system only.
58. BMC based on prevailing practice of waste management in the city, can increase / decrease the work quantum even after award of work & from the running contract at any time. No compensation for reduction in work will be given in any way. This shall be binding to the contractor/s.
59. No Compensation for Alteration in or Restriction of Work If at any time after the commencement of the work, the Bhavnagar Municipal Corporation shall for any reason whatsoever not require the whole or part thereof as specified in the tender to be carried out, the BMC shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been by reason of any alterations having been made in the original specifications, drawings, designs and instruction which shall not involve any curtailment of the works as originally contemplated.
60. The Municipal Commissioner, Bhavnagar Municipal Corporation reserves the right to reject all or any of the tender including the lowest tender or part of the tender which in the judgment of the Municipal Commissioner, Bhavnagar Municipal Corporation does not appear to be in the best interest of Bhavnagar Municipal Corporation and the contractor shall have no cause of action or claim against the Bhavnagar Municipal Corporation, its officers, employees, successors, or assignees for rejection of his tender
61. The activity is under essential service, contractor is not allowed to stop this work at any point of time. If the contractor fails to start the work on time after issue of work order, then EMD / Security Deposit of the contractor shall be forfeited and if the agency is found to be poor in performance for carrying out awarded work or Notwithstanding, if contractor stop / leave the work by his own discretion then performance Security Deposit of the contractor shall be forfeited and additional expenditure for execution of remaining work shall be recovered through, if be needed, legal proceeding and Agency shall be debarred / blacklisted subject to approval of competent authority.
62. Tenderer has to submit all the relevant information likes;
 - Company & Model details for Vehicles quoted
 - Availability of local service point.
 - Warranty conditions
 - Detailed client list to which such type of Vehicles have been provided by them.
 - Details of Technical experience of tenderer (For service Provider Work)
 - Performance certificates as per tender requirements.
63. **Transfer and hand back of Sweeper Machine:**
 - After completion of Procurement
 - and 7 Years Operation & Maintenance Period, the bidder shall handover Sweeper Machine to BMC and after due clearance from Audit Department of BMC without any interest. The amount will be paid as per the payment terms and condition of Bhavnagar Municipal Corporation. and security deposit for Operation capital works shall be released.

- Bidder shall have to sign separate contract for Operation and maintenance work with BMC for 07 years.
- The selected bidder shall transfer the Sweeper Machines in working condition to BMC at the time of expiry of contract Period. BMC's SWM department shall verify the condition of machineries and after verification of Machine Condition Process for release of security Deposit and work completion certificate process shall be initiated by BMC.
- The contract period may be extended for another 5 years with mutual understanding of both the parties.
- It is the responsibility of the Bidder to maintain the Vehicle as per RTO norms.
- **The bidder has to get RTO passing on the name of Bhavnagar Municipal Corporation for each vehicle as it is the ownership of BMC.**
- **Sweeper Machine shall be property of Bhavnagar Municipal Corporation.**

64. Special Conditions

- i. The bidder has to make the invoices for monthly service providing work in the name of BMC.
- ii. However BMC will not procure machines.
- iii. Bidder has to ensure after sale service for the work / machines put in use.
- iv. On failure of L1 to show the technical presentation &/or live- actual working performance (if asked by BMC) of the Vehicles for technical approval of bid his tender will be rejected. BMC can ask the Lowest &/or other qualified bidder/s to submit the Sample unit for checking / verifying the same with tender specifications and actual requirement- working, before finalizing the bid. On failure of L1 for approval of sample / execution of order the L2 shall be invited for negotiation and further formalities (as above) if required.
- v. The tenderer shall be fully responsible for taking delivery of Vehicles from the manufacturer/dealer of Vehicles and in no way any kind of relaxation will be given if there is any problem with the Vehicles received. The tenderer should see that the design of equipment should be such that which comply all prevailing RTO/any other Govt authority norms (if any) in Bhavnagar city for such type of Vehicles
- vi. **The tenderer must quote for complete job** The tenderer that does not include the complete job as specified in schedule of tender (specification, scope of work etc.) will be rejected.
- vii. The successful bidder shall be responsible for taking timely delivery of Vehicles from Vehicles Tenderer if quoted by service provider. **The successful bidder shall be responsible for any fault, shortfall in the Vehicles proposed in the tender etc or any other requirement which is mandatory for the completion of successful equipment manufacturing.**
- viii. It will be the responsibility of the tenderer to collect the Vehicles from the regional sales office/ depot / port / doc etc. of the manufacturer & / or their authorized dealer and transport the same to delivery location. Any charges applicable for the same shall be included in the tender offer.
- ix. Tenderer has to design the Vehicles as per the requirements of BMC; keeping in mind the RTO / other Govt. agencies norms applicable in City of Bhavnagar for such type of Vehicles and according to the same they have to deploy the fully built unit to BMC, Central workshop. Failure at any part will be contractor's responsibility and will have to bear the cost.
- x. The successful tenderer will be fully responsible for the safety and security of the Vehicles when in their possession during the delivery, testing, commissioning stage and even

during the entire contract period.

- xi. Tenderer has to quote for Model having latest emission norms for such vehicle / machine. Only those Model will be considered for evaluation for which any Indian / International (as per prevailing norms in India for such Vehicles) approval certificates attached with tender. Decision for selection of model will be taken by BMC as per the requirements and will be final and binding to all bidders.
- xii. Necessary design and final approval from RTO / other govt. agencies (as required) as per latest norms and rules is tenderer's responsibility. If tenderer is failed to comply the rules of RTO /other govt. agencies (if any) and submit the required documents for their supplied Vehicles, same will be rejected by BMC.
- xiii. The contractor shall ensure that the supervisors and cleaners are all mentally stable, and are able to communicate properly. They should not pose any hazard to the general public. Contractor shall give preference to local Valmiki Samaj workers for the work. Contractor must have to pay the salary through banks to the workers, drivers and other workforce regularly and contractor shall be fully responsible for that.
- xiv. This is subject to the jurisdiction of the competent court of Bhavnagar only. In case of any claim, dispute or difference arising in respect of a contract, the cause action thereof shall be deemed to have arisen in Bhavnagar and all legal proceedings in respect or any such claim, dispute or difference shall be instituted in a competent court in jurisdiction of Bhavnagar city only.

Contractor's Sign With seal

**Executive Engineer (SWM)
Bhavnagar Municipal Corporation**

**BHAVNAGAR MUNICIPAL CORPORATION
APPENDIX 1**

TENDER FOR SUPPLY OF 10 Nos. MECHANIZED TRUCK MOUNTED ROAD SWEEPER MACHINE AND OPERATING FOR 7YEARS AS PER BMC TENDER SCOPE OF WORK, REQUIREMENTS & TERMS CONDITIONS FOR MUNICIPAL SOLID WASTE MANAGEMENT UNDER SWACHH BHARAT MISSION **finance commission/govt. grant/self fund for 07 years of contract period**

The number of Mechanized Road Sweeping Activities As per BMC tender Scope of work, Requirements & Terms - Conditions for Municipal Solid Waste Management Under Swachh Bharat Mission - to be provided **are 10 no.** BMC will provide Phase wise Order for Procurement of Sweeper Machine.

Design of unit

Tenderer has to carry out Design of Vehicles / machines as per the latest applicable norms of RTO Bhavnagar Gujarat and other govt. agencies (as required) in Bhavnagar and Gujarat, keeping in mind the requirements- specifications of BMC; otherwise, it will not be accepted.

Deployment period

The total deployment period is 120 (or as per delivery schedule mentioned in order) days. Other wise late delivery will be considered for such delay period.

Delivery Schedule

As per requirement, BMC will give delivery schedule (if delivery required in staggered manner/delay) to the successful bidder. The price quoted as per Appendix 4, will be valid for the entire rate contract period, which will be binding to the Tenderer.

Delivery location: Bhavnagar, Gujarat at site specified by BMC

Payment Terms

1. For Procurement of Sweeper Machine (A)

Successful bidder raise invoice after successful delivery and procurement of Sweeper Machine and completion of Inspection work from Solid Waste Management Department or concern Department suggested by Commissioner Bhavnagar Municipal Corporation.

2. For Comprehensive Operation and Maintenance contract: (B)

Every monthly against satisfactory work, as per certificates of various authorities as mentioned in the tender.

Transit Insurance

The Tenderer is responsible for transit and all other insurances (as / if required) till the tools/Vehicles and equipment are delivered & put in use at the location mentioned in the Order.

Tender evaluation formula :-

The tenderer whose total rate (including all - net rate) found lowest will be considered as first lowest tenderer. Evaluation formula is mentioned on APPENDIX 4 FINANCIAL QUOTATION

TAXES AND DUTIES :-

Prices quoted must be inclusive of all & all taxes.

GST (Goods & Service Tax) has come in existence from 1st July, 2017. Contractor/ successful bidder is bound to pay any amount of GST prescribed by the Govt. Of India as per the terms of contract agreed upon during the course of execution of this contract.

During the course of execution of contract, if there is any change in rate of GST (Goods and Service tax) by the government, the same shall be reimbursed/recovered separately by BMC, subject to the

submission of original receipt /proof for the amount actually remitted by the successful Tenderer/ Contractor to the competent authority along with the certificate from Chartered Accountant of contractor/successful bidder certifying that the amount of GST paid to the government and the same shall be intimated/ submitted/ claimed within 30 (thirty) days from the date of payment. Remittance of GST within stipulated period shall be the sole responsibility of the successful bidder/contractor, failing which, BMC may recover the amount due, from any payable dues with BMC and decision of Municipal Commissioner shall be final and binding on the contractor/successful bidder in this regards. Further, the non-payment of GST to the government may lead to the termination of contract and forfeiture of Security deposit/performance guarantee amount.

2% TDS will be also be deducted as GST TDS.

If imposition of any new taxes/ duties/levies/cess or any other incidentals etc. or any change in the existing taxes/ duties/levies/cess or any other incidentals etc. (Including GST) and imposed during the course of the contract, the same shall be considered at actuals for payment purpose. Necessary documents shall be submitted by tenderer as required by BMC.

Inspection

The bidder will make all arrangement at their cost for inspection of the **Mechanized Road Sweeping Machines which will be deployed for contract work.** This will be carried out by BMC &/or Third Party (if required) along with BMC, before delivery at factory/depot site (If required). Inspection and commissioning of the **Mechanized Road Sweeping Work-** will also be carried out at Bhavnagar at site specified by BMC (if required). Cost of Inspection shall be born by Bidder. If any discrepancy is found in the material supplied and technical specifications approved, the same lot shall be rejected and bidder will collect rejected material within sevendays. No claim for the rejected material shall be entertained.

Liquidated damages for delay in execution of work;

Tenderer in accordance with the schedule specified in the tender shall make delivery of the equipments.

An unexcused delay by the Tenderer in the deployment of its delivery obligations, Tenderer will be hold liable and BMC can take actions to forfeit of his performance security, imposition of liquidated damages and/or termination of the contract by default. If the Tenderer fails to deploy any or all of the equipments / machine within the said period, BMC shall deduct from the contract price as liquidated damages (Late delivery penalty) will be calculated on the basis of delayed days for delayed quantum (delayed work amount) of machine and rate of Rs. 2000/- per day per machine will be recovered from the Tenderer without any reference to the Tenderer. However, Delay in excess of one hundred (100) days after completion of deployment period may be cause for termination of contract and forfeiture of all security for performance. Decision of BMC in this regard will be final and binding to successful tender/ contractor.

Contractor's Sign

Bhavnagar Municipal Corporation.

APPENDIX-2 QUALIFICATION/ELIGIBILITY CRITERIA

Following are the minimum requirement for Qualifying in the Technical bid of the tender.

- a) Only duly registered Firm/Company can submit Bids. Provide Certificate of Registration. (GST / IT etc.)
- b) Registration

The bidder shall have the following registrations and details of the same be provided in the Technical Bid

- PF registration.
 - Labor Licence / ESIC Registration
- B.** Municipal Street Sweeping work contractor/s having experience with Mechanized power sweepers of any capacity/type can take part in the tender for which necessary documentary proof should be enclosed with tender. If tender is quoted by Municipal Street Sweeping work contractor then he has to submit the details of Sweeping Machine he quote along with latest agreement for this tender with its machine manufacturer as per tender requirements to qualify in the tender. Necessary documentary proof shall be attached with the tender.
- C.** Certificate from Chartered Accountant about turn over must be attached.
- D.** Financial Criteria:
- 1) The Tenderer/s should have minimum Average Annual turnover from service providing work of last three financial years **2020-2021, 2021-2022 & 2022-23** shall be at least **30% of the work estimated cost** of the tender which is **Rs. 3500 Lakh** i.e. It must be at least (Rounded off) **Rs. 1080 Lakh (Twelve Crore only)**.
 - 2) The Tenderer should have a **Bank solvency certificate** from a Nationalized Bank / Scheduled Bank / banks as per BMC circular of an amount not less than **20 % of the estimated cost of the tender** which is **Rs. 3500 Lakh** i.e. it must be at least (Rounded off) **Rs. 720.00 Lakh. (Eight Crore Only)** Bank Solvency shall not be older than one year period.

Experience Criteria Required for machine supplier company & Service Provider is as below:

E. Work Experience for Manufacturer / principal supplier of machine:

- a) Manufacturer / principal supplier should have directly manufactured & supplied such type of Truck chassis mounted Sweeping equipment of at least 3000 liter dust load capacity with Pleated Dust Filters, cleaned through Pulse Jet cleaning as per the following criteria during the last 7 years in India. All necessary documentary evidence, whose machine is proposed in tender by service provider shall have supplied or Operate at least minimum of following quantity of such or other type during last 7 years ending 31-12-2023. All necessary documentary evidence shall be submitted along with the tender.
 - i. Three separate similar completed works of supply should not be less than 40% i.e. each work order for supply of minimum **04 Sweeper Machines in single ULB** and/or each work order shall be amounting to not less than **40 %** of the quantum / estimated supply value of this tender. **Or**
 - ii. Two separate similar completed works of supply should not be less than 50% i.e. each work order for supply of minimum **05 Sweeper Machines in ULB** and/or each work order shall be amounting to not less than **50 %** of the quantum / estimated supply value of this tender. **Or**

- iii. One separate similar completed works of supply should not be less than 80% i.e. **One** work order for supply of **08 Sweeper Machines in ULB** and/or each work order shall be amounting to not less than **80 %** of the quantum / estimated supply value of this tender.
- b) Experience of executing Operation and Maintenance/BOO work by deploying 05 Nos. of similar Sweeper Machine for the period of minimum 2 years on PPP/EPC basis.
- c) The OEM/Bidder's Principal Manufacturer should have directly supplied at least 25 Nos. of vehicle chassis mounted sweeping equipment at least 3000 liter dust load capacity with Pleated Dust Filters, cleaned through Pulse Jet cleaning in last 7 Years in Government or semi-government or Municipal Corporation or ULB or PSU in India. Supporting documents should be submitted along with technical bid.
- d) In the event, if service provider is not a manufacturer, then service provider/ bidder shall attach the spares and service support letter from manufacturer for entire contract period.
- e) The Manufacturer must also furnish **Performance certificate** for at least 10 nos (out of 25 nos) vehicle chassis mounted or self-propelled sweeping equipment of at least 3000 liter dust load capacity with Pleated Dust Filters, cleaned through Pulse Jet cleaning.
- f) The Manufacturer must have Service Station within 200 KM from Bhavnagar. Supporting documents should be submitted along with technical bid.

Similar work means work related to Manufacture /Supply of Truck chassis mounted sweeping equipment of at least 3000 liter capacity for Municipal Solid waste management work/Road Sweeping work in any Municipal Corporation / ULBs / Government / semi Govt. organization / institutions / etc. directly & / or supplied/deployed through service provider (on rental / under O & M contract / integrated MSW project etc.) in India. However, all necessary documents evidence such as work order, performance certificate etc. must be submitted in technical bid. All necessary documentary evidence shall be submitted along with the tender.

F. Work Experience Criteria of tenderer i.e. Service Provider

- The tenderer should be the service provider of Mechanized Road sweeping machine of any type & / or capacity either on rental basis by providing their own machines &/or under O & M contract basis work by using department / authority's machines & / or under integrated waste management work by using Truck mounted road sweeping machine of minimum 3000 Liters capacity (with Pleated Dust Filters, cleaned through Pulse Jet cleaning). Tenderer must be having at least Two years of continuous experience for above referred work. Necessary documentary proof shall be attached with the tender. A detail showing all works of similar types and magnitude or other as mentioned above) carried out and on hand with the tenderer along with certificate of satisfactory performance from the institution to whom the Tenderer has provided services should be also mentioned.

- Tenderer must have executed below mentioned O & M work in last 7 years of Truck Mounted Road Sweeping Machines of at least 3000 liter dust load capacity with Pleated Dust Filters, cleaned through Pulse Jet cleaning Mechanized road sweeping machines & should have experience of Comprehensive Operation & Maintenance work (including Manpower ,Spares, consumables, Diesel etc.) with Machines owned by ULB / Govt / Semi-Govt department :
 - Tenderer must have executed below mentioned work in last 7 years as service provider of road sweeping machine of any type & / or capacity either on rental basis by providing their own machines &/or under O & M contract basis work by using department / authority's machines & / or under integrated waste management work by using mechanized sweeping machines.
 - The Bidder should have a single contract work order and Experience certificate for minimum continues 02 years with 30,000 hours working of Operation and Maintenance of minimum 02 nos. of 3 Cu. m Sweeping machine with any government or semi-government or ULB in India/Municipal Corporation.
 - The Bidder have submit the work order copy and experience letter / certificate from client organization.
 - The Bidder have to submit Specification of Procured Sweeper Machine and that should be as per the technical Specification Mentioned Below.
- G. Tenderer has to submit MOU of machine manufacturer / supplier whose machine is proposed in the tender along with backup letter for technical support, parts supply & service support during entire contract period to the tenderer for smooth & uninterrupted contract work. One manufacturer / supplier company can give such documents to maximum two different service provider.
- H. Further, if tender is quoted by Municipal MSW Service Provider then he has to submit the details of road sweeping machines he quote along with agreement with its machine manufacturer &/or authorized Tenderer as per tender requirements to qualify in the tender. Necessary documentary proof shall be attached with the tender.
- I. The tenderer shall furnish a satisfactory performance certificate for service providing work from the past/ current customers for at least One work with details & its working together with self-attested copies of order/s received from those client/s.
- J. All related duly self-attested documents like work order, performance certificates, RTO Registration Book etc. shall be submitted with the tender. The tenderer shall furnish satisfactory performance certificate for the work executed by him. Necessary documentary proof shall be attached with the tender.
- K. The tenderer shall furnish the list of Municipal corporations /ULBs /Institutions etc. with Address & Tel. no. to whom equipment have been supplied during the preceding five years and the numbers of equipment/vehicles such supplied.
- L. Sweeper Machine Must have Specification Mentioned below. - Following are the Minimum Requirements for sweeping machine;
The tenderer should deploy Road Sweeping Work as per following specification.

Tenderer should submit letter of authorization and certificate of assurance for providing service, spares and accessories during entire contract period from manufacturer on their letter head. Tenderer should submit the tender specification compliance report for the sweeping machine.

GENERAL SPECIFICATION & REQUIREMENT OF MACHINE:

The Mechanical Road Sweeper shall adhere to the following specification as a minimum capability with proven performance in terms of speed and quality.

Introduction

Specification.

- The body and the hopper shall be fabricated out of heavy-duty high corrosion resistant stainless steel plate. All steel sheets should be provided with special wear resistant protection coat. Access door shall be provided for removal of the refuse. The tipping cylinder shall be utilized for the discharge. The rear door shall be hydraulically activated.
- The unit shall have a disc brush with automatic adjustments. There shall also be a brush under the chassis for refuse conveying operation to the conveyor belt system. Controls and gauges shall be provided ergonomically. The Vehicle shall have the facility to clean both sides of the road without changing the direction of travel.
- The unit shall be of contemporary design and manufactured as per Engineering standards.
- It should have rugged design frame, brushes, conveyor belt brush system, hydraulic system for efficient and quality performance and lifting / tipping arrangement shall be suitable to applicable standard.
- It should have rugged design frame, brushes, nozzles, flexible brush system, powerful vacuum, suction fan, hydraulic system for efficient and quality performance and lifting / tipping arrangement.
- The machine shall be capable to lift mulched debris through vacuum conveyor system to give high collection capacity and safe pick – up of broken glass & other sharp objects. The machine should incorporate a washing system for the mechanical conveyor.
- The minimum sweeping width & collection / sweeping capacity shall be as mentioned in technical specification in the bidding document. The brush system shall be of rugged quality & strength and shall have sufficient degree of flexibility to adjust in accordance with contour of the road and enable to cleaning of paved foot path, side spaces end pavers block roads. Suction shall be heavy duty and simultaneously operative with mechanical conveyor system and perfectly sweeps, vacuum and contain the debris without passing through or wearing out the fan and ensure only clean air goes in Environment.
- The brush mechanism shall be provided with different speeds and shall be capable of picking and guiding the solid waste into the collection hoppers. The tenderer shall specify the nos. of brushes, position of brushes, center brushes, etc. available in their machine, in tender document.
- Since Sweeper Machine is to be utilized during any time during 24 hr. day, for effective and safety working operation, adequate lights with proper signal / blinker system shall be provided on the machine. High mounted stop and blinking lights shall be provided as per Gujarat R.T.O rules & regulations.
- The collection hopper shall be of adequate capacity and with tipping arrangement.

The hydraulically controlled lever shall be nearer to operator seat. The machine shall be capable of spraying of water with adequate pressure.

- The Sweeper Machine and its equipment shall adhere to all the existing rules and those prescribed from time to time by Regional Transport Authority including air pollution & environment statutory authority's standards and measures in Gujarat
- **Technical Specification for Road Sweeping Machine.**

TRUCK MOUNTED ROAD SWEEPING MACHINE WITH VACUUM SUCTION SYSTEM, ON 09 TON GVW LCV CHASSIS WITH DUST FILTERS		
S.NO.	Description	Specification
1.	Application	Cleaning of municipal and industrial Plant Roads and paved areas.
2.	Type	Truck Mounted Sweeper on Minimum 09 Ton GVW LCV Chassis.
3.	Auxiliary Diesel Engine	
3.1	Power	Min 70 H.P. of ESCORT/CUMMINS or Equivalent
3.2	No. of Cylinders	4 Nos.
3.3	Engine Cooling	Water Cooled
3.4	Fuel Tank Capacity	AS PER TRUCK CHASSIS
3.5	Battery	12 V, 130 Ah
4	Frame	Heavy Duty Steel Frame.
5	Sweeping System	The sweeping system consists of One Main Tilting Brush & Two Side Brushes with two suction heads. Sweeping is carried out with Main Brush & with either of the side brushes.
5.1	Main Broom(Dia/Length/Quantity)	Diameter 310 mm (Approx) , Length – 1500 mm (Approx)
5.2	Side Brush	Diameter Approx 800 mm – 2nos.
5.3	Sweeping width	Approx 2100 mm,with two side brushes.
5.4	Operation of brushes	Through individual Hydraulic Motors using power from hydraulic pump. All the brush operation is controlled from the driver's cabin.
5.5	Sweeping Speed	Up to 8 KM/Hr depending upon dust load/roadcondition.
6	Driving System	
6.1	Drive of vacuum Exhauster	Through Centrifugal clutch from auxiliary diesel engine.
6.2	Drive of Hydraulic Pumpfor Sweeping machine	Through V-Belt from auxiliary diesel engine.
6.3	Drive of Hydraulic Pumpfor Tipping	Through Side PTO of Truck chassis.
7	Dust Hopper	
7.1	Volume	Min 2500 Liters.
7.2	Dumping Height	800 mm (APPROX)
7.3	Tipping Operation / Discharge of material	Hydraulically actuated - Rear discharge door locking / unlocking, Door lifting / lowering and Tipping of dust hopper.
8	Suction System	
8.1	Filter Type	Pleated Dust Cartridge Filter

8.2	Filter Cleaning	Reverse compressed air jet purging
9	Rear Suction Hose	Min 150 NB – 4.5M Long
10	Water Spray and Jetting System	
10.1	Water Pump	Pressure Type (20 LPM 40 Bar).
10.2	Water Tank Capacity	Min 600 Liters
10.3	Spray Location	On Side Brushes
10.4	Washing Hose	The high pressure Jetting Rubber hose (length -10m, size-1/2" dia.) on hose reel drum with handgun.
11	Indicators in panel	
11.1	Engine Oil pressure	Provided
11.2	Engine Cooling liquid temperature	Provided
11.3	Fuel Gauge	Provided
11.4	Operating hour meter	Provided
12	Painting	Automotive Paint.
13	Truck Chassis	Min 10 T GVW Truck Chassis with standard non-sleeper cabin fitted with side PTO. (TATA 1012).
13.1	Wheel Base	Min 3800 / 4200 MM

1. Machine Condition :- Tenderer / bidder should deploy Brand New machines under this contract. This will ensure that the machine will give consistent performance during entire contract period with minimum breakdowns.
2. Hopper capacity and material :- Hopper Capacity of the dirt hopper shall be min. of 3 CUM and it should be made from Stainless Steel (SS- 304) material .
3. Environmental compliance :- Complete sweeping module must be PM 10 Certified / complied from reputed organization.
4. Hydraulic System and Operational Controls :- Road sweeping Machine should have individual hydraulic motor to run the sweeping brushes. All tipping operation should be hydraulic.
5. Emergency Controls :- Road sweeping machine should have manually operated controls for all the sweeping operations on the vehicle in case of emergency considering human and vehicle safety.
6. Instrument Panel / Indicators :- The operator's Cabin should be Ergonomic for single man operation and should also facilitate monitoring of engine Oil Pressure, Temperature, Fuel Level, water level etc. All controlling elements for sweeper's electrics and hydraulics should be housed in an easily accessible compartment.
7. Reflective Indicators :- The Road Sweeping machine should have warning beacon to be affixed to the vehicle on rear side considering Human and Machine safety.
8. Operation Monitoring :- The sweeping machine should have waterproof, wide angled, Infrared (for night vision) wired cameras installed for the left side broom and rear side of vehicle for better and improved inside cabin visibility. This is to enable the Driver to have maximum safety during operation. Minimum 7" LCD monitor with sun-visor and install, should be provided and must be able to display up to 4 camera views simultaneously to be easily viewed by operator. DVR system for recording shall be provided.

1. The machine should have inbuilt conveyor & conveyor washing system.
2. Approval from transport commissioner Gujarat Government (attached Certificate).

MISCELLANEOUS

- I. The cabin shall be provided and fixed with
 - Roof Light - 02 Nos.
 - Heavy duty Wiper Machine - 02 Nos. (with Arm & Blade)
 - Heavy-duty Bracket type convex mirror - 02 Nos.
- II. Stoplights, direction indicator lights and tail lamps shall be provided and fitted.
- III. All controlling switches for lights, driver cab light and wiper machines shall be provided on dashboard panel or near driver's seat to operate easily.

PAINTING

The under chassis parts and the portion shall be painted with anticorrosive black. Complete unit including cross and super structure member shall be painted with superior quality anti-rust paint. All the paint material shall confirm to ISI specifications and shall be of specified makes. The cabin shall be painted with Asian/ Nerolac / Berger / ICI /Shalimar/Dulux or reputed paint externally and internally. The colour scheme will be informed at the time of fabrication.

This work is also inclusive of painting of machines at the regular interval of 18 Months (if machine found dirty) in normal case and as and when required in accidental/repairing situation. The central workshop department will verify this. However, if any unit/mechanism will found to have some defect in paintwork at any time, the Contractor has to repaint the same under the instruction of Central workshop Engineer.

The Sweeping unit shall be painted with anti-corrosive primer before painting. All necessary indicative labels shall be pasted on for easy & safe-secure operation.

During inspection if any minor correction / modification suggested by Joint Director (Mechanical) & / or his authorized representative same shall be carried out for better working, without any extra.

Special Notes

Disqualification

- i) Disqualification Even though the Applicants meet the above criteria, they are subject to be disqualified if Applicant or any of its constituent partners have: - Made misleading or false representation in the forms, statements, and attachments submitted; or - Been debarred or terminated or blacklisted (and effect is continue on due date of this tender) by Central Govt. organization / State Govt. organization / BMC / Any Municipal Corporation / ULBs
- ii) In case of a proprietary firm, partnership, private ltd, limited firm the following are the disqualification in case of failure to disclose information by partners or the proprietor:
- iii) If, any of the directors, partners or the proprietor is debarred / blacklisted by Central gov. organization / State Govt. organization / ULB / Any Municipal Corporation / BMC or any other Agency of Government of India or any of the State Government.
- iv) If, any of the directors, partners or the proprietor has a criminal history or has been convicted by any court of law for any of the offenses under any Indian laws.
- v) If, any criminal proceeding is pending in any court of law in India against any of the directors, partners or a proprietor and if any such proceeding culminates into conviction.
- vi) If, any criminal proceeding is pending in any court of law in India against any of the directors, partners or a proprietor and if any such proceeding culminates into conviction.

However; merits of such actions will be reviewed by Municipal Commissioner; BMC (If need be) and can take decision accordingly after review, which will be final & binding to all tenderer.

Note: The experience as sub contractor shall not be considered

**Contractor's Sign With seal
Corporation**

Bhavnagar Municipal

APPENDIX - 1 Continue

Name Of Work:- TENDER FOR SUPPLY OF 10 (Ten) Nos MECHANIZED TRUCK MOUNTED ROAD SWEEPER MACHINE AND OPERATING FOR 7YEARS AS PER BMC TENDER SCOPE OF WORK, REQUIREMENTS & TERMS CONDITIONS FOR MUNICIPAL SOLID WASTE MANAGEMENT UNDER SWACHH BHARAT MISSION.

SCOPE OF WORK

The scope of work is Procure & Operate **TRUCK MOUNTED ROAD SWEEPING MACHINE WITH VACUUM SUCTION SYSTEM** Sweeper machine for Sweeping activity related work including Operation & Maintenance of machines **for period of 7 (Seven) years** as per specification, Scope of work and conditions mentioned in the tender document. The contractor shall have to commence the Contract work within 3 months from the date of order. The **Contract will be for a period of 7 (Seven) years** from the date commencement of actual work subject to annual renewal as mentioned in the document. The same can be extended for a further period of 3 (Three Years) Years by the corporation and on the terms and conditions mutually agreed upon in writing. Successful bidder will be required to start the services of road sweeping machines deployed by them duly RTO registered and comprehensive insurance drawn. It is expected that the machine operation shall start within 4 months from the placement of order.

Successful bidder will be required to carry out following works / to render the services as described below under contract:

Contractor has to procure Sweeper machine as per Work Order from BMC. After successful delivery of Sweeper Machine Contractor has to clean the roads by use of machine/s within BMC area as instructed by concern officer of BMC / related authority and has to collect, **unload and final disposed of all the waste, and other dust &/or accumulated material from the roads of the city . Contractor has to unload the waste collected in the machine either directly in to the tractor trolley/ container and Tractor Trolley/ Container shall be compatible with the Specification of Proposed Machine.**

and Container / Tractor Trolley so provided by at sight for collection in coordination with Executive Engineer - SWM department of BMC and later on same shall be disposed off at the waste dumping site / RTS site of BMC or as instructed by BMC time to time on daily basis (by concern officer in charge /Other related deptt. of BMC). This work shall be performed timely and efficiently on 24 x 7 basis through out the year as per the BMC requirement during the contract period. Further as and when required, machine shall be shifted from one to another location for cleaning operation of roads as per requirement of BMC. They have to use this machine as per the instruction of the BMC department over and above in coordination - confirmation with Central Workshop.

It is expected from bidder to shoulder the responsibility of contract for the period of 7 (Seven) years.

- Bidder will have to appoint necessary staff to operate and maintain the equipments during contract period. (Minimum 1 trained/skilled Operator Cum driver, One Sweeper and One Labour per Machine). Further if deployed manpower unavailable on machine for any reasons bidder should provide immediately alternative arrangement for operation of machine.
- The Contractor shall provide minimum 10 (Ten) nos. Road Sweeping Machines and shall daily operate and maintain this road sweeping machines.
- Procure, Provide, and maintain necessary tools, equipment machinery, manpower, fuel for mechanized road sweeping.
- Contractor has to provide RC documents, etc. **on the name of Bhavnagar Municipal Corporation.** Road sweeping through this Mechanical Road Sweeper shall be done on designated roads as approval of Municipal Commissioner, BMC.
- All vehicles should have GPS system fitted in it
- Contractor should procure / maintain / keep in stock, necessary tools, equipment, machinery, manpower, fuel, spares, brushes etc. for the road sweeping in use. NO extra payment for these shall be made.
- Successful Tenderer has to daily sweep at least daily average length of Sweeping or

Benchmark set by BMC when machine is deployed on road, during shift of average 8 hr.

- During rainy season the BMC may halt road sweeping work for maximum 60 days for which BMC will not pay to Contractor. If time period is short/long, prorata deduction on will be made based on rate approved.
- Contractor shall have to incur all expenses of Mechanized Road Sweeping Machines like procurement, fuel, repairs, replacement of parts, insurance of all staff and machines and all other incidental expenses related to operation.
- Sweeping will be carried out only on clear and level bitumen / C.C. roads or as per the on- spot instructions of BMC officials.
- For the overall supervision & reporting the contractor shall deploy minimum 01 (One) trained supervisors & one project manager. These supervisors must be equipped with mobile phones.
- IF BMC have Available Land, BMC may provide Space for Parking of Sweeper Machine and Bidder should pay Rent as per prevailing rates of BMC per sq. ft per month for utilizing BMC property for office/labor colony shall be recovered from R.A. bill of O & M bills. The property shall be given for utilization upon availability and suitability. Otherwise, Bidder's responsibility to establish facility of parking of Vehicle.
- if the vehicles are parked outside BMC's premises then it will be contractor's responsibility for safety of such vehicles and contractor has to manage it at his own cost & financial risk.
- Road sweeping through these Mechanical Sweeper shall be done on Road width of 6-12 Meter designated roads as instructed by BMC officials.
- All vehicles should have GPS system fitted in it. It will be responsibility of the contract to keep the GPS system in working condition. Contractor should keep spare GPS system available with them.
- Contractor as per the requirements of BMC, for effective communication shall provide communication system/ equipment including GPS system at his cost.
- Contract shall have to provide Road Sweeping Machines with all consumables and spares and shall include the following :-
 - a) Routine Maintenance of Machine, including replacement of Filter for Hydraulic Oil, Engine Oil etc.
 - b) All Consumables such as brushes, Suction Blowers etc.
 - c) Routine and major repairs of machine including supply of spares and replacement of batteries and tyres.
 - d) Provide Diesel and Engine Oil, Hydraulic Oil as per actual requirement.
 - e) Contractor shall have to do minor and major repairing of the vehicles.

Minor Repairing: Routine service, spare parts replacement, electrical work, external leakages (oil/water/diesel), mechanical/hydraulic settings, vehicle & transmission related job, brake job, tyre - tube puncture, wheel replacement etc.

Major repairing: Structural damages, Fabrication work, Major chassis repairing, Engine o/h related, Vacuum / suction side major work including pump repairing/replacement work, etc.

The spare parts replacement /minor repairing will have to be done within 12 hours failing which a penalty will be applicable as mentioned in schedule in penalty clause.

- If required BMC may ask the contractor to work in two shifts or during night. Contractor shall have to follow the directions of Executive Engineer – Solid Waste Management Department of BMC.
- The Bidder is advised to visit and examine the service area under Municipal Limitsof BMC and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract. The Bidders must familiarize themselves with local conditions and to take them into account inpreparing their proposals.

Procurement of 10 **Nos.** New Road Sweeping Machines as per the specifications & requirement given in the tender document and daily operation and maintenance of these road sweeping machines for complete duration of the contract period.

1. Services of an **operator cum driver, sweeper and labour as mentioned in tender document** and other manpower if required for O&M including technical support of service engineer / technical person from successful bidder's office as per requirements and to carry out operation of machine and related activities in BMC as per the direction of Bhavnagar Municipal Corporation on a normally 8 Hours shift which may be in day or as per the BMC's requirement.
 - a. The quoted O & M rate are based on Monthly Rate Per Machine Considering minimum **26 shift (Working Days) per Month**, which includes the time taken for dumping the material to the site, in tractor trolley / truck/ Container.
 - b. Lunch break of operation (not included) - time will be decided & Communicated by Zonal SWM officer as per work and route requirement.
 - c. Sweeping activity on road.
 - d. The time taken for dumping the material in tractor trolley / mini tempo/ truck/ Container with each machine also provide 1 nos of Sweepers and 1 labour with each machine. Supervisor as required.
2. The bidder shall have to submit schedule of maintenance and carry out the general daily preventative maintenance as recommended by OEM in addition to minor breakdowns as per the schedule of maintenance. Major/ Break down maintenance, if required/incises will be permitted on written instruction to Central Workshop / BMC. Daily preventative maintenance shall also include oiling, greasing, etc. of all movable parts.
3. Routine maintenance and servicing of Machine including replacement of Hydraulic oil, engine oil, other oil and coolant liquid etc. Same shall in the scope of Contractor and remains to be kept in stock according to the requirement and maintenance schedule as recommended by OEM.
4. Machine shall be cleaned daily and service once in a month.
5. Routine consumable spares inventory shall be provided by bidder and maintain minimum inventory to avoid any hassle in operation of machine. The list of routine consumable spares shall be submitted along with this offer.
6. All running/major repairs and break down repairs of entire Machine shall be in scope of work including all necessary spares/accessories etc. required for smooth and uninterrupted operation of machine.
7. All safety equipment required on machine like Fire extinguishers, emergency rechargeable torch, anchor etc. shall be provided before starting of contract and kept on machine during operation and maintenance period.
8. Day to day report/log sheet / computer record of operation and maintenance shall be filled in by the bidder staff and same shall be submitted to Executive Engineer - SWM dept / use dept operation in charge on next day. The design of report shall be given by BMC operation in charge and same shall be followed by bidder.
9. The bidder shall also maintain register/ record for consumable, spare maintenance in appropriate formats.
10. The bidder shall make every effort for complete safety of the BMC's equipment while performing the operation and maintenance at site.
11. Corporation will not be responsible for any accident/ hazard during operation and maintenance of the equipment. All responsibility shall rest with the contractor. Contractor must take all precautionary/ safety measures to avoid accident/ hazards etc.
12. During maintenance of machine, for repairing of any parts/spares, equipment installed in machine, necessary machinery such as extra man power, etc. shall be arranged by the successful bidder at his own cost and included in the scope of work.
13. During contract period, if machine fails to work because of machine is under maintenance or lack of man power, the cost being paid towards operation and maintenance will not be paid (in short "No work done- no payment" shall be given). In addition to that necessary penalty cost mentioned in tender for delay / non use of machine in addition to the no work-no payment will be recovered as

penalty.

14. The bidder shall submit recorded CD of field operation (Recorded through DVR & camera system provided in vehicle) & GPS data to the Executive Engineer – SWM Office (SWM)/ Officer in charge at zonal level work carried out certification.
15. All required statutory & Govt. formalities (if any) for carrying out such type of work shall be complied by contractor & it is their responsibility.
16. For any accident, any injury or physical harm to any person in caused by operations, the contractor shall be solely responsible for it and shall bear all the cost associated with such eventualities.
17. For the overall supervision & reporting the contractor shall deploy minimum 1 (One) trained supervision who have experience in cleaning & sweeping operations, these supervisors must be equipped with mobile phones and their number must be shared with BMC control BMC.
18. For the overall supervision & reporting the contractor shall deploy 01 (One) project manager who has experience of handling municipal solid waste management projects.
19. The operation of machines shall be confirming to Operation manual of the machine manufacturer. The repairs & maintenance shall be carried out, as per the practice prescribed by manufacturer/instructed by Central Workshop, BMC.
20. The Contactor shall ensure that his personnel should report worksite every day at designated time and continue working throughout the day. The contractor shall make provision for presence of requisite manpower to perform his duty during national holidays and festivals also so that the work is not affected at any site in the Bhavnagar city. The corporation for working on holidays, national holidays and festivals will make no separate payments. The Contractor should ensure presence of his workforce at the specified time and location. The contractor shall not be paid for any overtime charges for working at late hours so as to complete the scope of work and maintain the cleanliness at various locations.
21. The operation of machines shall be confirming to Operation manual of the machine manufacturer. The repairs & maintenance shall be carried out, as per the practice prescribed by manufacturer/instructed by Central Workshop.
22. The Contactor shall ensure that his personnel report work site every day at designated time and continue working throughout the day. The contractor shall make provision for presence of requisite manpower during national holidays and festivals so that the work is not affected at any site in the Bhavnagar city. The corporation for working on holidays, national holidays, and festivals will make no separate payments. The Contractor should ensure presence of his workforce at the specified time. The contractor shall not be paid for any overtime charges for working at late hours so as to complete the scope of work and maintain the cleanliness at various locations.
23. The corporation has the right to charge the contractor for any damage caused to corporation assets and the same shall be recovered from the contractor with immediate effect. Contractor has to keep enough spare/stand by units for preventive and breakdown maintenance of all the equipment as per the unit/equipment manufacturer's guideline and this will be verified by the Engineers of Central Workshop, at any time for smooth and uninterrupted working of machines.
24. It is unlawful for the contractor to dump or dispose of solid waste garbage or recyclables upon any street, alley, or other publicly owned property unless expressly authorized by the corporation for special collection programs.
25. Contractor has to submit daily/weekly/monthly report of their work to the respective BMC department as required & asked by BMC.
26. BMC reserves the rights to terminate the Contract for Deficiency of Service.
27. Contractor has to carry out washing of all the vehicles and equipments at least once a week.

Comprehensive Operation:

- As the operation of the machine on everyday basis is required, it would be the responsibility of the successful bidder to provide 1 skilled operator having valid driving license known to all operational activities of the machine, 1 Sweepers and one Labour on each machine per shift for Minimum 26 shift (days) of the month. There would not be any services to be rendered on national holidays i.e. 26th January, 15th August & 2nd October. Further each machine's

operation shall be stalled for remaining days apart from 26 shift (days) in a month for routine maintenance or as per the work requirements and instructions by Central Workshop dept., BMC.

- Planning of rendering the services shall be based on Monthly operational shift. However based on SWM / Concern department requirement contractor has to provide machine for actual work requirement. Daily route plan will be given by Executive Engineer – Solid Waste Management Department as in charge of work.
- During situations such as visits of VIPs successful bidder will be required to render operational service even on National holidays. Extra payment (Other than one which is approved) for working additional days would be payable to the contractor for rendering operational services on these events which is required to be noted by the successful bidder.
- Successful bidder will have to ensure that each and every machine must be covered with their comprehensive insurance per year and that the next year's insurance shall be done before the expiry of the earlier year's insurance. It may be noted that the successful bidder will be paid as per the tendered offer sanctioned only. Necessary documents shall be submitted by contractor.
- To maintain the disciplined and efficient services, it would be necessary to appoint at least one supervisor for this tender work better coordination in addition to operators and provide them uniforms, safety gears & mobile facilities.
- Shift timing will be calculated (started) from starting and ending of actual work of machine. However; contractor has to ensure fast & efficient movement of machine/s in all the cases. If BMC finds any inefficiency; can take necessary actions including payment deduction for such time & will be binding to contractor. During normal travel (without Sweeping) Contractor has to ensure travelling of machine on left side of road.
- A successful bidder shall maintain log sheet / Computer Record to enter the information about the day to day works allotted to them by the representative of their concerned Executive Engineer (SWM) / Officer in charge of work.
- For any default of service performance a penalty of amount equivalent or not more than to the Contract cost of the specific machine and the length of the default area (at the rate approved by BMC) shall be deducted / charged from the running bills. The details of the events of default and the exact rate of penalties shall be as specified in tender terms.
- As a disciplinary measure, following penalties would be leviable so that the defaults are not recurred as per the penalty shown in the penalty table.

PENALTY:

- The contractor shall be liable for penalty as under if he fails to perform his contractual obligations besides any other action; the Municipal Commissioner may decide to take as per the terms of the contract.
- All minor repairing & preventive maintenance shall be carried out within 24 Hrs. otherwise penalty will be imposed as per penalty shown in penalty table below, which will be deducted from the monthly bill of the contractor. Preventive maintenance schedule shall be prepared in coordination with central workshop department.
- All major repairing shall be carried out within 7 days (however shall be confirmed by Engineer of Central Workshop, BMC) otherwise penalty will be imposed as per penalty shown in penalty table, which will be deducted from the monthly bill of the contractor, over & above No work - No payment terms.
- The penalty will be deducted from the monthly bill of the contractor. Further in above circumstances (sr. no. 7) BMC will be at liberty to use machine/s by an alternate arrangement

and during such circumstances if any damage occurs to the Machine same also must be set right by the contractor for which no extra payment/claim will be reimbursed to the contractor by BMC. This shall be binding on the contractor.

Sr.	Type of default	Penalty to be impose
1	If operator or attendant/supervisor or any of the labour or worker on the machine or during the shift is absent.	Penalty of 50% the approved/ prevailing rate per shift will be imposed.
2	If it is observed that sweeper machines/vehicles (Container/tractor) deployed for dedicated sweeping operation of designated areas is used else where (other than BMC) for any other private agency/other application	Penalty of Rs. 10,000 per instance shall be imposed.
3	If any of the contractor's staff is found to be working without prescribed safety gear, uniform, ID card etc.	Penalty of Rs. 100/- per manpower per instance will be imposed
4	If it is found that Child Labor is engaged in the work	Rs. 20,000 for first instance and Rs. 30,000 for every instance thereafter.
5	If it is observed that dedicated tractor/truck/Container/ Rikshaw is not deployed for unloading of waste collected vide sweeper machines for more than 3 hours	Penalty of Rs. 3000 per day per machine shall be imposed.
6	If it is observed that that waste collected vide sweeper machines is unloaded without weighing of the waste at secondary transfer station	Penalty of Rs.1,000/- per instance per machine will be imposed
7	If it is observed that that waste collected vide sweeper machines are unloaded at other than designated/directed spot/site by BMC	Penalty of Rs. 10,000/- per such instance will be imposed.
8	If it is observed that nozzle fitted in the sweeper is nonoperational/Water tanker is not used and dust- cloud formation is noticed at site	Penalty of Rs. 2,000/- per such instance will be imposed.
9	If GPS system is not installed in the sweeper machine. If it is observed that GPS system does not work	Penalty of Rs. 2000/- per such day per machine will be imposed. Moreover, 10% of payment for that day shall be paid to the contractor till the GPS system is operational.
10	On failing to replace spare parts once removed within 24 hour	Penalty of Rs.2000/- per day shall be levied after 12 hours.
11	If any machine remains in unrepaired condition for more than 48 Hours	penalty of Rs. 5000/- per working shift/unit will be imposed after 48 hours
12	In case of major repairing & servicing, the vehicle will be allowed to take into their workshop of tenderer. If the vehicle mounted mechanical power sweeper duly repaired in all respect is not delivered / returned, within 10 days from the delivery.	Penalty of Rs. 5000/- per day machine shall be charged after 7 days.
13	If it is observed that sweeper machines is not operational for 8 hours or has not swept average kms per shift.	Penalty of Rs 3000/hr shall be charged for sweeper machine found to be operational for less than 8 hours. Additionally, penalty of Rs. 1000 Per kilometer will be charged.

H o w e v e r , I f t	14	In case the contractor fails to paint the sweeper machines every 18 months(1.5 years) during the entire period of O&M	Penalty of Rs.1000/- per machine per day will be levied after 18 months period, till the machines are painted.
	15	IF Work Not Done for minimum 26 Days per Month Except Force Majeure and without Prior Approval of Executive Engineer/ Commissioner.	Rs.10,000 Per Shift
	16	Maximum Penalty towards O & M work	10 % of the monthly O&M bill amount
	17	IF Work is not found Satisfactory to BMC	50 % the approved/ prevailing rate per shift will be imposed.

he total yearly penalty amount will increase 10% of the Total Yearly Contract Value for the three(3) consecutive years, then subject to the final decision by Municipal Commissioner, the Contract can be terminated and the SD can be forfeited as well the agency can be blacklisted as per the final decision by Municipal Commissioner, BMC.

IF During Execution of Work if found that Original Spare parts of Sweeper Machine are not used then Contract can be terminated and the SD can be forfeited as well the agency can be blacklisted as per the final decision by Municipal Commissioner, BMC

ELECTRIC SUPPLY

- The contractor shall make payments of actual electric consumption bills to the electric supply company, as and when the same are demanded (if separate plot for parking & / or repair - maintenance given to them) In case of non-payment of electric bill & supply company issues notice for disconnection, the bill amount will be recovered from the regular monthly bill.
- The electrical maintenance from time to time shall be carried out through license electrician/wiremen only and all precautions shall be taken to avoid any accidents/mishap.
- The contractor shall follow all the mandatory condition of electric supply of company & take all the safety precautions as per statutory requirements. BMC department time and again during the entire contract period also will verify this.

TOOLS & TACKLES

- The successful tenderer shall provide all the required tools and tackles for the operation maintenance of the equipment. Central Workshop department time and again during contract period will verify this.

WORKS TO BE CARRIED OUT

- The works to be carried out under this contract shall except or otherwise provided in these conditions include all labour, materials, tools, plant, equipment and transport which may be required for preparation of and for the full and entire execution and completion of the works. The description given in the schedule/scope of works shall unless otherwise stated be held to in and for the entire execution and completion as aforesaid in accordance with good practice and recognized principles.

CONTRACTOR'S SUPERVISION

- The contractor shall himself supervise the execution of works or shall appoint a competent person to act in his stead. If in the opinion of the Corporation the contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the contractor shall at his own expense employ or his accredited person, having experience in the field of Operation and Maintenance of Mechanized Road Sweeping work with/without backhoe equipments deployed for such activities. Orders given to the contractor's person shall be considered to have the same force or if these had been given to the contractor himself. At least one common supervisor for all the machines shall be

deployed by contractor for better coordination of work.

SAFETY PROVISIONS

- The contractor shall at his own expenses arrange for the safety and security precautions as required by the Corporation/necessary for such services, in respect of all labor directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the contractor fails to provide such facilities, the Corporation shall be entitled to do so and recover the costs thereof from the contractor. Contractor has to manage for his own security (if he require) for safety of the machine &/or its any part there of, even if parked at BMC location also.

MATERIAL AND WORKMANSHIP

- The tenderer shall at his cost provide all materials required for the works. All materials to be provided by the tenderer shall be in conformity with the specifications laid down in the tender/as per the machine manufacturer's specification/instruction, the contractor shall if requested by the Head, Central workshop Department or his authorized representative furnish proof to the satisfaction of the Engineer or his authorized representative that the materials so comply. All charges on account of outcry, terminal or Sales tax and other duties on material obtained for the works from any source shall be borne by the tenderer.
- The BMC or his authorized representative shall be entitled to have tests carried out for any material supplied/used by the contractor other than those for which as stated above, satisfactory proof has already been produced, at the cost of the contractor and the contractor shall provide at his expense all facilities which the Corporation may required for this purpose.
- If no tests are specified in the Contract and the Corporation requires such tests, the tenderer shall provide all facilities required for the purpose and the charges for these tests shall be borne by the contractor.

OTHERS

- In order to maintain high standard of workmanship, the successful tenderer shall fix a schedule for cleanliness and maintenance of the equipments. Sanitary conditions shall be maintained throughout the period, with hygiene and environment getting the top priority.
- The contractor shall not employ guilty person or indisciplined person.
- The Contractor shall have to take valid labour license & any other relevant license from statutory bodies as required for this type of contract / services. Successful bidder will have to follow all the provisions of, Labour laws, P.F. Act, E.S.I. Act, Minimum Wages Act, workman compensation act etc. & have to incorporate changes made if any during contract period also.
- Contractor will have to strictly follow the provisions of Factory Act 1947, wages Payment Act 1936, Bonus Act 1965, Employees Provident Fund & Miscellaneous Provisions Act 1952 & other Industrial & Labour Laws with latest amendments in act / rules related to this Operation & Maintenance Work. Contractor will not be given any relaxation regarding these provisions.
- Upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this contract, the BMC has the alternative right, instead of assuming charge of entire work, to place additional labour force, tools, equipments and materials on such parts of the works, as the BMC may designate or also engage another Contractor to carry out the work. In such cases, the BMC shall deduct from the amount which otherwise becomes due to the Contractor, the cost of such work and materials with 10% added to overall departmental charges and should the total amount thereof exceed the amount due to the Contractor, the Contractor shall pay the difference to the BMC. It should be specifically noted that wherever bank guarantee is required to be submitted, it should be from Nationalized Banks/scheduled bank / BMC approved bank list only.

OPERATION AND MAINTENANCE INCLUDING VEHICLES AND EQUIPMENT / MACHINARIES:

1. The contractor shall be responsible for smooth and satisfactory operation and maintenance of the machines for 365 days round the year for a period of 7 (Seven) Years from the date of start of work.

2. To operate and maintain the machines in accordance with manufacturers (Mechanical Conveyor type road sweeper machine) guideline. The machines attended to, by the contractor including any "Trouble shooting" to ensure smooth and trouble free operation.
3. The contractor shall prepare and implement, an effective operation and maintenance programme in consultation with Central workshop Department, BMC. BMC will not provide any skilled or unskilled work force, machinery or equipment other than that specified in the tender document. It is absolute responsibility of contractor to look after all sorts of maintenance whether preventive or breakdown.
4. The contractor shall determine operating parameters for work mentioned above in scope of work. For the smooth operation of the machines all the required equipment, machineries, units, accessories, consumables including Fuel (Diesel), grease, lubricating oils, cleaning agents, all types of epoxy paint, material required for house keeping and cleaning etc. are to be brought by the contractor. The quality of all consumable and spare as per manufacture recommendation shall be made available at site/workshop all the time and will be verified by Central Workshop department.
5. The contractor shall be responsible for keeping up-to-date record of documents including day to day log sheet of all the machines. The contractor shall maintain and update logbook / computer record in which details of operational parameters are recorded in every shift and at regular interval or as decided mutually.
6. The Contractor shall maintain separate checklist register for daily, weekly, fortnightly, monthly, quarter yearly, half yearly and yearly activities.
7. The contractor shall be responsible to carry out day-to-day as well as periodic maintenance, necessary to ensure smooth and efficient performance / running of all equipments as per manufacturer's specification and maintaining the record of the same. This will be verified by Central Workshop Department, BMC.
8. The contractor shall have to issue identity cards with photographs, uniform to all the staff employed for Operation and maintenance contract work.

IMPORTANT NOTE:

- The contractor shall employ all required staff including operation Supervisor, technical experts, skilled and unskilled labours, drivers etc. required for such services.
- Contractor shall comply with all safety rules and regulations, and all inter disciplinary measures as followed by the BMC and required for such services The BMC shall not be responsible for any accident /injury to the staff of the contractor. It is contractor's responsibility to take insurance of his employee, medical facility, work compensation etc. as per workman compensation act and all other relevant laws. Further the BMC will not provide any insurance, medical facility, workman compensation, etc. to the staff of contractor.
- Due to strike by the contractor's employees, the operation and maintenance of machines must not be affected and the property of BMC should not be damaged. In such case any dispute/discrepancy occurs the decision of Commissioner – Bhavnagar Municipal will be final and will be binding to the contractor. Also if any expense is required to be made on this account by BMC, it will be deducted from Contractor's bill/SD.
- All Central/State Government/Semi-Government/Local Body's Rules and Regulations pertaining to this contract & / or services shall be strictly followed and observed by the contractor without any extra cost to the BMC.
- Payment will be made Every monthly against satisfactory work, as per certificates of various authorities as mentioned in the tender.
- The Security Deposit will be paid back only after the completion of entire Contract period without any interest after deducting dues if any to be recovered from contractor.
- The duration of the contract shall be for **7 years** from the date of commencement of Contract work. However BMC reserves the right to terminate the contract at any time by giving 1 months (30 days) notice to the contractor.
- At the end of contract period, contractor will take back the machines.

AGREEMENT WITH MANUFACTURER FOR TECHNICAL BACKUP.

- In case the tenderer is not the manufacturer/authorized dealer/agent/distributor/autho. service dealer/ provider as mentioned in the tender, then the tenderer shall have proper tie-up agreement with the manufacturer/authorized dealer/agent/distributor for such machines duly registered in India for the entire contract period, clearly stating that the manufacturer/authorized dealer/agent/distributor will supply the spare parts, provide technical support and services and with backup guarantee of the manufacturer/authorized dealer/agent/distributor to BMC during the entire contract period.

CONTRACT PERIOD

- The Contract will be for a period of 7 (Seven) years from the date of commencement of contract work subject to annual renewal as under. The same can be extended for a further period of 3 (Three Years) Years by the corporation and on the terms and conditions mutually agreed upon in writing.

CONTRACT PRICE

- Contract Price will be as per the bid in the Annexure 4 and will be inclusive of all expenses necessary for the entire work as mentioned in tender & services under the contract including all work, services etc mentioned in scope of work in the tender. Such expenses shall include but not restricted to payments to GST, RTA, Labour Authorities, Local and Municipal Authorities, Semi Govt., or any charges, deposits, dues, taxes, oil, lubricants, levies, toll taxes, service tax (if any) etc., connected with the service. The all-inclusive rate should be filled up in the respective column.
- Rates quoted by tenderer shall be inclusive of GST & other tax and other terminal or Central taxes etc. as may be applicable.
- The Contract Price shall be automatically increased every year at the rate of 5%.

SR. NO	YEAR	INCREMENT
01	Year – 1	Approved price in Tender
02	Year – 2	05% on previous year rate
03	Year – 3	05% on previous year rate
04	Year – 4	05% on previous year rate
05	Year – 5	05% on previous year rate
06	Year – 6	05% on previous year rate
07	Year - 7	05% on previous year rate

- The amount quoted &/or approved in price bid will be multiplied with the increment. Figure in the table above in each year to arrive at the rates payable in the relevant year. Base year (1st year) for increment shall be applicable on commissioning of contractual work. No other increase will be given during the entire contract period.
- The corporation reserves the right to increase or decrease the scope of work based on waste quantum and Contractor shall have to carry out extra work at the same rate, terms and conditions, if asked to do so.
- On specific occasions, the corporation reserves the right to ask the contractor to provide additional cleaning services. The Contractor is bound to provide the same at a short notice of few hours. The rates for additional services requested by the commissioner will be mutually agreed upon between the Contractor and the commissioner.
- The corporation reserves the right to increase or decrease the scope of work by 25%. Contractor shall have to carry out 25% extra work at the same rate, terms and conditions if asked to do so. On specific occasions, the corporation reserves the right to ask the contractor to provide additional services. The Contractor is bound to provide the same at a short notice of few hours. The rates for additional services requested by the commissioner will be mutually agreed upon between the Contractor and the commissioner.

WORKFORCE

- The contractor shall provide well-trained, disciplined, honest and sincere workforce, throughout the contract period and supervise their work regularly.
- They should not pose any problem, nuisance to the general public. The contractor shall be solely responsible for the behaviors and honesty of its workforce.
- The contractor shall appoint one supervisor to ensure that services are rendered effectively. He must be available on site/at office during the working hours.
- The maintenance supervisor shall be qualified person, and with experience and competent and authorized by the contractor to take decisions at site. Such supervisor shall be deemed to have full authority of the contractor and any instructions given to him by the corporation officers shall be deemed to have been given to the contractor. The supervisor should be easily accessible at all times and should have a mobile phone with them at all times. The Contractor shall ensure that the supervisor or any other authorized representative shall invariably be available either in person or over the telephone within the city every day for taking necessary instruction and for proper co-ordination.
- The tenderer shall indicate the manpower including supervisor & their labors he proposes to deploy and the methodology to be adopted. No decrease in the workforce shall be done once notified without prior written approval of the Municipal Commissioner / Executive Engineer (SWM) of work. The commissioner may deduct suitable payments to the contractor if it is noticed that the workforce is reduced without prior approval.
- Contractor shall provide suitable uniform to all their staff including shoes and photo identity card.
- The contractor must verify antecedents of the employees to be provided by the contractor before deployment. The contractor shall engage no person having criminal record or who is not the citizen of India.
- The contractor may, at his own cost and responsibility, consider increasing his workforce, equipments, and materials in order to discharge contractual obligation.
- The Municipal commissioner reserves the right to ask for the replacement of the personnel not found fit or suitable for undertaking the task assigned. The contractor shall do replacement without any extra cost to the corporation within one week of the order.
- Contractor shall pay salaries /wages etc. through bank to his workforce adhering to the laws in force & all liabilities and responsibilities in respect of persons engaged by him shall lie with the contractor.
- To avoid mishap or accident during the operation, the Contractor shall ensure that only skilled staff / drivers with sufficient experience in their respective trade and physical fitness are deployed on the job and are not put to over exertion as per prevailing labor laws of the State and / or Central Governments.
- The staff/drivers deputed by the contractor during the course of contract must behave decently with the corporation's officer and staff. The Contractor shall withdraw such person who is found to be indiscipline, misbehaving, under or the influence of any intoxicant or whose services are considered detrimental to the corporation's Interest. On giving intimation to do so by the Municipal Commissioner or his authorized representative. The corporation will serve a Notice to the contractor if he fails to comply. Failure to replace the personnel after issuance of notice by the corporation will be considered to be sufficient ground for termination of the contract. It will not be binding to the corporation to justify the reasons to the Contractor for advising such withdrawal of staff.
- The Drivers/operators of the contractor must be in possession of a valid professional driving license and the driving license should be at least three years old.

WORKING HOURS

- The contractor shall ensure that his personnel report to work everyday at designated time and work sincerely throughout the period prescribed in the contract with BMC. The staff so deployed shall be given the statutory weekly off. The contractor shall make provision for substitute manpower during weekly off of the staff and statutory holidays so that the work is

not affected at any site in the City. The corporation will not pay any extra payment for making substitute arrangements on weekly off and other holidays.

- The contractor shall not be paid or reimbursed by the BMC for any overtime work done by his staff to complete the task and for maintaining the cleanliness at various locations. The Contractor, through his supervisor, shall submit a report to corporation about number of workforce which have reported to work as against the agreed workforce (if asked by BMC).

OPERATIONS AND USE OF VEHICLES & EQUIPMENTS

- The Contractor shall be fully conversant with all the laws applicable to the work under the contract including Motor Transport Work's Act 1961 and even any amendment thereof.
- The contractor shall submit a detailed Operations and Maintenance schedule at the time of starting of work. The Contractor shall submit within four weeks of award of work. All Preventive Maintenance procedures and Corrective Maintenance procedures described in the Operations and Maintenance Manual shall be followed by the contractor.
- The corporation shall have a right to charge the contractor for any damage caused to corporation assets during the performance of contract by the contractor and the same shall be recovered from the contractor in a month or from the amount payable to him.
- Contractor shall keep enough spares for units for replacement during breakdown or preventive maintenance.
- Materials used for Hydraulic units should be of standard make & as per instruction / specifications of central workshop of BMC.
- It shall not be permissible for the contractor to dump or dispose of solid waste, garbage, or recyclables waste on any street, alley or other publicly owned property unless expressly authorized by the corporation.
- Contractor shall submit daily / weekly/monthly report of the work done to the officer of concern deptt. and Central Workshop department; BMC from time to time in the Performa that may be prescribed.

ENVIRONMENTAL COMPLIANCE

- The Contractor shall, at all times, ensure his operations and services regarding conforming to the laws pertaining to environment, health and safety aspect including MSW Rules, 2016, policies and guidelines related thereto.

PAYMENTS FOR CONTRACT WORK

- The contractor shall raise monthly bills to the Central Workshop department for contract work at the rate agreed and approved under the contract.
- Contractor shall submit his monthly bill in the 1st week of every month to Solid Waste Management Department , Bhavnagar Municipal Corporation From time to time along with duly certified work certificates as by respective department and work done certificate as per the format given by BMC, from zonal Asst. Director (SWM).
- For contract work payment will be made only for those shifts/ working for which work has been carried out by contractor and approved by Executive Engineer - SWM dept. / officer incharge of work on the basis of rate approved in tender.
- Contractor will be paid on a monthly basis subject to his producing satisfactory performance certificate for work carried out from various departments as mentioned in the tender.
- Income Tax as per statutory provision shall be borne by the Contractor. The corporation shall deduct all statutory taxes like advance Income Tax, GST - TDS etc from monthly payments being made to the Contractor.
- Corporate Tax / any tax assessed on the income of the Contractor, GST (if any) shall be the responsibility and payable by the Contractor.
- In case the contractor decides to stop the work during the continuance of the contract or withdraws from the work without at least 60 days prior notice or if services are terminated by the BMC on account of Deficiency in Service, the 5% Security Deposit (performance security) amount shall be forfeited and the contractor shall have no claim on the same. Further, the

corporation reserves the right to make alternative arrangements until new agency takes over. The additional cost incurred on the same shall have to be borne by the contractor

- The Contractor shall ensure timely payments to his workforce and meet all the contractual commitments in terms of payments, insurance, safety of its workforce. All statutory payments to the workforce shall be done immediately upon becoming due. The proof of payments made and any statutory deductions from the wages of the workforce shall be submitted within one week of making payments as and when required by BMC.

ACCIDENT / DAMAGES / CLAIMS / LIABILITIES

- In the event of any accident/damage to third party by any the machine of the corporation operated by the contractor, the corporation shall be completely free from any liability of any nature occurred on account of the accident. The Contractor will be fully and exclusively responsible for the liabilities arise on account of accident and damage to the vehicle, manpower or to the third party. The Contractor will be fully and solely responsible for any death or bodily injury to his staff member or any other person in the employment of the contractor or to any other person during the performance of the contractual services to the BMC. This includes any third party claims also.
- The Contractor will be solely responsible for any consequences under various laws, arising out of any accident caused by vehicles, equipments or his employees to the property or personnel of the corporation.
- The corporation shall not be responsible for any claim / compensation that may arise due to death / injury / damage caused by municipal vehicle used by the contractor to any third party or his own staff while providing services to BMC under the Contract.
- It shall be the Contractor's responsibility to protect the workmen, materials, equipment, vehicles and other immovable property in possession against accidents.
- In the event of accident/damage by the vehicles, which are in possession of Contractor under this Contract, the BMC shall be completely free from any liability of any nature occurred due to accident (s). The Contractor shall be fully and exclusively responsible for any damage to/by vehicles including driver and helpers/citizens.
- The Contractor shall be solely responsible for any death or body injury to his staff member or any of the people/person in the employment of the Contractor. This includes any third party claims also.
- The Contractor shall be solely responsible for any consequences under laws arising out of any accident by BMC vehicles in his possession or his employees to the property or personnel of the BMC.
- The BMC shall not be responsible for any claim/compensation that may arise due to damages/ injury/death pilferage to the Contractor's vehicles in his possession, machinery, property, staff and any third party or the property any circumstances while providing services under the Contractor.
- On the occurrence of an accident, arising out of works, which results in death or which is so serious as to be likely to result in death, the Contractor shall within 24 hours of such accident, report in writing to the Competent Authority, the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action taken.
- In the event of an accident in respect of which compensation may become payable under The Workmen's Compensation Act, (VIII of 1923) or any other act including all modifications hereof whether such compensation may become payable by the Contractor or by the Bhavnagar Municipal Corporation, the BMC shall retain whole or part of the deposit due and payable to the Contractor such sum or sums or money as may in the opinion of the BMC sufficient to meet out liability, on receipt of award from the court.

INDEMNIFICATION

- The Contractor shall bear responsibility for loss of or damage to the property, suffered by BMC, death or injury to person (or any claim against BMC in respect thereof and all expenses

relating thereto) in connection with the services provided under the Contract resulting from any negligent act or omission of the Contractor. The Contractor will hold the BMC fully indemnified in respect thereof.

- The indemnified party shall have the right, but not the obligation, to contest, defend, and liquidate any claim, action, suit or proceeding by any third party alleged or asserted against BMC in respect of, resulting from, related to or arising out of any matter for which the BMC is entitled to be indemnified there under, and the reasonable costs and expenses thereof shall be subject to the indemnification obligations of the Contractor there under. The Contractor shall be liable for all payments, proceedings, and liabilities including payment of counsel fees.
- The Contractor shall at all times indemnify the Municipal Corporation against all claims, damages or compensation under the provisions of Payment of Wages Act 1936, Minimum Wages Act 1948, and Departments Liability Act 1938, The Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Indian Factories Act 1948 and Maternity Benefit Act 1951 or any modifications thereof and rules made there under from time to time or as a consequence or any accident or injury to any workmen or other persons in or about the works, whether in the employment of the contractor or not, save and except where such accident or injury have resulted from any act of the Municipal Corporation, their agents or servants and also against all costs, charges and expenses of any suit, Action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the contractor be paid to his obligations and liabilities as above provided. The Contractor shall insure against all claims, damages or compensation payable under the various acts mentioned above or any modifications thereof or any other law relating thereto.
- Income Tax as per statutory provision shall be borne by the Contractor. The corporation shall deduct all statutory taxes like advance Income Tax, GST TDS (if any) etc from monthly payments being made to the Contractor.
- Corporate Tax / any tax assessed on the income of the Contractor, GST tax (if any) shall be the responsibility and payable by the Contractor.
- In case the contractor decides to stop the work during the continuance of the contract or withdraws from the work without at least 60 days prior notice or if services are terminated by the BMC on account of Deficiency in Service, the 5% Performance Security deposit amount shall be forfeited and the contractor shall have no claim on the same. Further, the corporation reserves the right to make alternative arrangements until new agency takes over. The additional cost incurred on the same shall have to be borne by the contractor

EVENTS OF DEFAULT (CONTRACTOR EVENT OF DEFAULT):-

- At any time after the Commencement Date, the Competent Authority may investigate where the Contractor has failed to properly perform the operations in accordance with this contract. The Competent Authority shall issue a notice to the Contractor, instructing him to rectify the failure within a reasonable time.
- An event of default on the part of the Contractor, which results from the Contractor being unable to fulfill his service obligations under the contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:
- **The Contractor**
 - I. has repudiated the Contract, or
 - II. without reasonable excuse has failed to commence operations in accordance with this contract and or failed to complete the activities/operations within the time stipulated for completion Gross misconduct of the Contractor;
 - III. Despite previous warning from the Competent Authority, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract;
 - IV. The Contractor persistently fails to follow Good Operating Practices in execution of the Contract;
 - V. The Contractor stops providing the operations and the stoppage has not been authorized

by the Competent Authority;

- VI. The Competent Authority gives notice that failure to correct a particular defect is a fundamental breach of contract and Contractor fails to correct it within a reasonable period of time determined by the Competent Authority;
- VII. If the Contractor is in breach of any law or statute governing the Operations;
- VIII. The Contractor, in the judgment of the Corporation, has engaged in Corrupt and Fraudulent Practices in competing for or in carrying out the Operations under the Contract;
- IX. The Contractor (in case of a consortium) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the Corporation;
- X. The Contractor is unable to maintain the composition and structure of his organization due to any of the following causes:
- XI. The Contractor enters into voluntary or involuntary bankruptcy, or liquidation; The Contractor becomes insolvent;
- XII. A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets; and
- XIII. Any act is done or event occurs with respect to the Contractor or his assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events.

LIABILITY FOR DAMAGES AND RISKS

The Contractor shall be responsible for all risks to the work and shall make good at his own cost, all loss or damage, whether to the works themselves or to any other Municipal property, or third party or to the lives, persons, or property of others, from whatsoever cause, arising out of, or in connection with the works, either during their progress or during the defects liability period, and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the Commissioner or the Corporation shall be called upon to make good any such costs, loss or damages, or to pay compensation (including that payable under the provisions of Workmen's Compensation Act) to any person or persons sustaining damage as aforesaid by reason of any act or of any negligence or omissions on the part of the Contractor, the amount which the Commissioner may pay in respect thereof and the amount of any costs or charges (including law costs and charges) in connection with legal proceedings which he may incur in reference thereto, shall be charged to the Contractor. The Commissioner shall have full power and right at his own discretion to pay or to defend or compromise any claim which may be made against the Corporation for damage or in case of threatened legal proceedings, or in anticipation of legal proceedings being instituted, consequent on the action or default of the Contractor, to take such steps as he may consider necessary or desirable to ward off or mitigate the effect of such proceedings charging to the Contractor, as aforesaid, any sum or sums of money which he may pay and any expenses, whether for reinstatement or otherwise which he may incur and the propriety of any payment, defense or compromise, or of the incurrence of any such expense shall not be called in question by the Contractor and will be recovered from the contractor.

- The Contractor shall be held responsible for any obligations, damages and fines etc. arising out of or in connection with the works either during their progress or during the defects liability period and shall indemnify the MUNICIPAL CORPORATION or the Commissioner against them and make good any such damages, fines and dues arising out of non-compliance of any regulation by the Contractor which may develop on the Corporation or the Commissioner.
- The Contractor shall ensure timely payments to his workforce and meet all the contractual commitments in terms of payments, insurance, safety of its workforce. All statutory payments to the workforce shall be done immediately upon becoming due. The proof of payments made and any statutory deductions from the wages of the workforce shall be submitted within one week of making payments.

INSPECTION

- The commissioner reserves the right to carry out inspection, as and when required without

intimating the contractor, of the various locations where work is in progress. Any shortcoming found during inspection will be intimated to the contractor or his supervisor orally or in written which shall have to be attended immediately by the contractor or his supervisor. The penalties imposed on the contractor from time to time, shall be recovered from the Monthly Bill or adjusted against the 5% SD amount. The corporation reserves the right to treat continuous shortcomings as "Deficiency of Service" and terminate the Contract after giving one month notice.

FORCE MAJEURE

Force Majeure shall mean such an Event or Circumstance or combination of Events and Circumstances which are beyond the reasonable control of the Affected Party and which the affected party could not have prevented by Good Industry Practice or by the exercise of reasonable skills and care for the purpose of discharging its obligations under the Contract. The Force Majeure will tend to have material adverse effect on the performance of such affected party.

Notwithstanding the provisions of tender, the Tenderer shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Tenderer and not involving the Tenderer's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Tenderer shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Tenderer shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Following shall be the events and circumstances of Force Majeure:

- Act of War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, revolution, riots, insurrection, civil commotion, act of terrorism, or sabotage
- The expropriation or Compulsory acquisition or seizure of the assets of The Contractor by any Governmental Instrumentality, provided that this clause shall not apply where such Act constitutes a remedy or sanction lawfully exercised as a result of a breach by the Contractor of any Indian law or Indian Directive but excluding any change in law.
- Act of God epidemic, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or other unusual or extreme adverse weather or environmental conditions, action of the elements, meteorites, fire or explosion to the extent generated from the source external to the Contractor or his assets due to reasons other than, those caused by negligence of the Parties, chemical or radioactive contamination or ionizing radiation.
- Procedure for Calling Force Majeure: The affected party shall notify to the other party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 24 hours (Twenty Four hours) after the Affected Party knew, or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Contract.
- The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures, which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. When the affected Party is able to resume performance of its obligations under this Contract, it shall promptly give the other party written notice to that effect provided that in no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.

- The rights and obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure. BMC shall not be liable to make any payments to the contractor for it being affected on account of Force Majeure.
- BMC reserves the right to terminate the contract if the Force Majeure continues for more than 15 (Fifteen) days at a stretch.

CANCELLATION OF CONTRACT IN FULL OR IN PART

- If the Contractor at any time makes default in proceeding with the work with due diligence and continues to do so after notice in writing of fourteen days from the Dy. Municipal commissioner (Admin) or Commissioner Bhavnagar Municipal Corporation. or
- Commits default in complying with any of the terms and conditions of contract and does not remedy it within fourteen days after a notice in writing is given to him in that behalf by the Dy. Municipal commissioner (Admin);, or
- Fails to complete the works or items with individual dates completion, on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Dy.Municipal commissioner (Admin);, or
- Shall offer or give or agree to give to any person in MUNICIPAL CORPORATION service or to any person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to any other contract for the MUNICIPAL CORPORATION, or
- Shall obtain a contract with the MUNICIPAL CORPORATION as a result of ring tendering or other non bonafide methods of competitive tendering; or
- Being an individual or a firm, any partner thereof, shall at any time be adjudged insolvent have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance of assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any insolvency Act for the tile being in force for the sequestration of his estate or if a trust deed be executed by him for his creditors; or
 - a) Being a company, shall pass a resolution or the court shall make an order for the liquidation of his affairs, or a receiver or a manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court of debenture holders to appoint a receiver or a Manager, or
 - b) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 15 days, or
 - c) Assigns, transfers, sublets (engagement of labour on a piece work basis or labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet, the entire works or any portion thereof without the prior written approval of the Commissioner; the Commissioner may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the MUNICIPAL CORPORATION by written notice cancel the contract as a whole or only such items of work in default from the contract.

THE COMMISSIONER SHALL ON SUCH CANCELLATION HAVE POWERS TO;

- a. Take possession of site and any materials, constructional plant, implements, stores, etc., thereon and/or
- b. Carry out the work by any means at the risk and cost of the contractor. On cancellation of the contract in full or in part the BMC shall determine what amount, if any, is recoverable from the contractor for completion of works or in case the works or part of works is not completed, the loss or damage suffered by the MUNICIPAL CORPORATION, in determining the amount, credit shall be given to the contractor for the value of the work

executed by him upto the time of cancellation.

Any excess expenditure incurred or to be incurred by the MUNICIPAL CORPORATION in completing the works or part of the works or excess loss or damages suffered or may be suffered by the MUNICIPAL CORPORATION as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account and if such moneys are not sufficient the Contractor shall be called upon in writing to pay the same within thirty days. If the Contractor shall fail to pay the required sum within the aforesaid period of thirty days, the BMC shall have right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings etc. And apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the contract, and if thereafter there be any balance outstanding from the Contractor it shall be recovered in accordance with provision of the contract.

Any sums in excess of the amounts due to the MUNICIPAL CORPORATION and unsold materials, constructional plant etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the MUNICIPAL CORPORATION of the works or part of the works is less than the amount of which the Contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Contractor.

Without prejudice to the generality of the foregoing, the Contractor shall deposit the amount, as security deposit shall be absolutely forfeited to the MUNICIPAL CORPORATION for such failure, or breach or determination of contract.

FORECLOSURE OF CONTRACT IN FULL OR IN PART

- If at any time after acceptance of the tender the Commissioner shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any parts of the works to be carried out, he shall inform the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
- Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Municipal Corporation against any compensation or damage caused by the Excepted Risks.

TERMINATION OF CONTRACT

- The Contract shall stand terminated at the end of the Contract period unless extended by the corporation in writing. However BMC reserves the right to terminate the contract at any time by giving 1 month (30 days) notice to the contractor.

GENERAL CONDITIONS OF CONTRACT

- The machines shall be operated & maintained by the successful contractor with his personnel for a period of Seven years from the date of initial execution of the work, Six days a week for one shift and if required for two or three shifts. The tenderer has to quote for one shift of 8 hour per day & performance of sweeping asked for as per price format & Scope of work. It may require operating the machine in two or occasionally in three shifts. If machine/s is/are operated for third shift (night shift) shift, additional payment will be done on pro rata basis based on rate sanctioned by BMC. The contractor shall arrange for fuel, lubricant, tools, spares and all consumables and all other related materials & expenditures for smooth and uninterrupted working of sweeping machine during the period of contract.
- The contractor shall have to maintain logbooks & shift register / computer record present register of the staff / has to show certificate for work done. Contractor has to get work done certificate from the concerned deptt./ officers of BMC where/ under whom machine/s put in use in the machine Log diary / certificate & copy of same must be enclosed along with monthly bill submitted to Central Workshop/concerned deptt ; (as per BMC instruction) BMC for

payment procedure.

- For operating contract payment will be made only for those shifts for which work has been carried out by contractor on the basis of rate quoted &/or sanctioned in tender.
- For comprehensive maintenance contract penalty will be imposed on the contractor for delay work & off road period of the machine if it is delayed beyond reasonable time as mentioned below;
- All minor repairing & preventive maintenance work shall be carried out within 24 Hrs. otherwise penalty will be imposed & will be deducted from the monthly bill of the contractor for the days for which machine remain out of order as mentioned in penalty table.
- All major repairing shall be carried out within 7 days otherwise penalty will be imposed will be deducted from the monthly bill of the contractor for the days for which machine remain out of order as mentioned in penalty table.
- Minor work Includes: Routine service, Hose replacement, electrical work, external leakages (oil/water/diesel), mechanical / hydraulic settings, radiator work, general bodywork, clutch repairing, gear /transmission repairing minor work brush replacement brush setting, filter repair / replacement etc. These shall be carried out at site or at BMC's parking place or as the case may be and allowed by BMC Major work Includes: Structural damages, Engine o/h related , Gearbox / clutch related major work , major hydraulic repairing like cylinder damage, major body work / chassis (structure) repairing work, Blower unit work for Conveyor type Sweeper Machine etc.
- If contractor fails to provide the driver cum operator as per the requirement of BMC penalty will be imposed as mentioned in the penalty table & which will be deducted from the monthly bill of the contractor. Further in such circumstances BMC is at liberty to use the machine with alternate arrangement & if any damages occur to the machine, same also must be set right by the contractor for which no extra payment / claim will be reimbursed to the contractor by BMC and this shall be binding on the contractor.
- The contractor shall be required to take comprehensive insurance for all the machines during the contract period. It will be the responsibility of the successful tenderer to have insurance coverage of their operating staff also. They are requested to note that there will not be any reimbursement in this regard by BMC. As regards any mishap / accident happened on the road or at site, the successful tenderer will have to shoulder the complete responsibility of the same, right from registration of Police complaint, lodging / follow up of the insurance claim and facing the court trials etc. It shall be the responsibility of successful tenderer to set right the machine without raising any extra bills / claim against the same to BMC. BMC authorities shall give the full cooperation to the successful tenderer by signing the requisite documents necessary for raising the insurance claim up to settlement of the same.
- The work force provided by the contractor shall have to be properly dressed in uniform and shoes, safety gears for work requirement all the time. Each person provided by the contractor shall have to display the Identity Card on the uniform, with photo.
- Contractor has to arrange for all drivers, Mechanics, labour, etc. & incur their salaries, wages, etc. as per the prevailing rules and regulations & all liabilities and responsibilities also lies with him.
- The Contractor shall ensure that his personnel report to works everyday at designated time and continue working throughout the day. The Contractor shall make provision for presence of requisite manpower during national holidays and festivals etc. as per BMC requirement. The corporation for working on holidays, national holidays and festivals will make no separate payments. The Contractor shall ensure presence of his workforce at the specified time and place.
- The Contractor will be solely responsible for any consequences under laws, arising out of any accident caused by his vehicles, equipments &/or his employees to the property or personnel of the corporation &/or third party under this contract.

- The corporation shall not be responsible for any claim / compensation that may arise due to damages / injury / death pilferage to the Contractor's vehicles, equipments, property, staff and any third party or the property, under any circumstances while providing services under the Contract.
- Force Majeure shall mean such an Event or Circumstance or combination of Events and Circumstances which are beyond the reasonable control of the Affected Party and which the affected party could not have prevented by Good Industry Practice or by the exercise of reasonable skills and care for the purpose of discharging its obligations under the Contract. The Force Majeure will tend to have material adverse effect on the performance of such affected party.
- The Contract shall stand terminated at the end of the Contract period unless extended by the corporation in writing. In case if B.M.C. found continuous shortcomings in the services of the contractor, which will be treated as "Deficiency of Service" and BMC in such event can terminate the Contract with prior notice of 30 days.
- The contractor shall obtain all necessary approvals, permits and licenses to operate the said service. The corporation shall in no way be responsible for the loss occurring to the contractor on this count.
- The commissioner reserves the right to impose additional financial penalty not exceeding 10% of the monthly bill in a month in case the work is not found up to the mark, during the routine inspection carried out by the corporation's staff (if required, in case of continuous lapses). The decision on amount of penalty within the above limit is at sole discretion of the Municipal Commissioner and shall be binding on the contractor. This penalty will be over and above the routine penalties as mentioned earlier for non-performance as per the conditions.
- The Contractor shall indemnify the corporation and its employees against any penalties as PRINCIPAL EMPLOYEER, for any failure of the Contractor to honor various State Laws / Enactments / Contract Labour (R&A) Act 1970 (C) / Minimum wages Act / Bonus Act / EPF & MP Act etc. and any other law prevailing during the entire contract period.
- The successful Contractor shall have to submit performance security deposit which shall be 5% of the one year contract work amount based on daily 8 hrs working shift approved rate as a contract performance security. This guarantee (BG) shall be renewed timely (every yearly) till expiry of contract. This will be released only after successful completion of the entire contract period and hand over of the machines in satisfactory working conditions to the Central Workshop, BMC and if there is no due to be recovered from the contractor for any reason. Further successful tenderer has to enter in to an Agreement with Bhavnagar Municipal Corporation as per rules within 15 days from the date of order.
- During the contract period, necessary infrastructure like parking / repairing plot/area, water, drainage, electricity will be provided by BMC. However if any temporary storage / repairing facility required to be created, same will be carried out by contractor at their own cost with prior approval of concerned BMC authority. At the end of / as per the direction of BMC even during the contract period, contractor has to vacate the place allotted to them & remove the facilities if any created by them without any delay.
- The Contractor has to arrange for O & M of machines outside of Bhavnagar city as and when required by BMC.
- Mobile phone and other communication equipments shall have to be provided for each machine and to the supervisors for effective communication. Contractor has to arrange for 24 hrs. Complain register phone No. For effective communication.
- At the end of contract period, tenderer has to take back the machines.
- All financial arrangement for this work shall be arranged by the Contractor. BMC shall not be responsible for the financial constraints of the contractor.
- Contractor shall provide labor, semi skilled and skilled staff for operating the project during the period of contract. The salary of staff and all other expenses shall be borne by the contractor.

- Contractor shall have to depute sufficient staff for monitoring / reporting of various activities related to contract.
- The Contractor shall be responsible for any damage occurring to the corporation's property and general public, in case the cause is attributed to the cleaners/supervisors. The contractor shall have to get the same rectified at his own cost and risk, or otherwise, the corporation at the risk and cost of the contractor shall attend the same to.
- The Contractor shall ensure, at all times that his supervisors/cleaners do not misbehave with the corporation's staff or general public while on duty. The personnel found misbehaving shall be immediately removed from the work at the risk of the contractor.
- The corporation shall not be responsible for any injury/death to the any staff of contractor including drivers, supervisors, cleaners etc deployed by them. It is the responsibility of the contractor to ensure that his personnel follow the safety regulations strictly, which is in force from time to time.
- The Contractor shall obtain all necessary approvals, permits and licenses to operate the said service. The corporation shall in no way be responsible for the loss occurring to the contractor on this count.
- Contractor shall take all necessary insurances for the said work and workforce. Insurance for Third Party Liability arising out of Contractor's vehicle, equipment, cleaning agents or workforce shall also be taken from the first day of operation. Corporation shall not be responsible for any losses occurring to the Contractor or third party on this count.
- The commissioner reserves the right to impose financial penalty not exceeding 10% of the monthly bill over and above the penalty mentioned for various defaults in penalty clause in a month in case the work is not found up to the mark during the routine inspection carried out by the Municipal Commissioner or corporation's staff. The decision on amount of penalty within the above limit is sole discretion of the commissioner and shall be binding on the contractor.
- The Contractor shall maintain a First Aid Kit and other necessary medicines including bandages, antiseptic creams/liquid, anti burn cream/powder as required to attend to any emergency situations.
- The Contractor shall indemnify the corporation and its employees against any penalties as PRINCIPAL EMPLOYEE, for any failure of the Contractor to honor various State Laws / Enactments / Contract Labor (R&A) Act 1970 (C) / Minimum wages Act / Bonus Act / EPF & MP Act / any laws affecting such services etc.
- The tenderer shall note that MUNICIPAL COMMISSIONER OF BHAVNAGAR shall not be responsible for any mishap or accident to workmen of the contractor or MUNICIPAL CORPORATION OF BHAVNAGAR's employee working at site, while performing these jobs and no compensation shall be payable by MUNICIPAL CORPORATION OF BHAVNAGAR . In case of mishap or accident, the amount of compensation decided by the concerned authorities will be kept in deposit from contractor's bills/ will be paid by contractor. The successful tenderer shall take all the precautions to avoid any damages to municipal property while working. If any damage is noticed, the charges for setting right the same will be recovered from their bills.

RISK AND COST:

- I. In case the successful bidder fails to deliver the services as stipulated in the tender, the Commissioner reserves right to get it done from alternate sources at risk, cost and responsibility of successful bidder.
- II. If it is observed that the Contractor carrying out the work fail to comply with instructions given by the authorities at the Dy. Municipal Commissioners / Municipal Commissioner's level during execution of work thrice, the work will be terminated and will be carried out at the risk and cost of the contract & penal action will be taken against them. This decision will not be arbitrable at all.
- III. The above condition will be in addition to the relevant condition in General Conditions of Contract regarding cancellation of full or part of the work, finality of the decision of the disputes,

differences or claims raised by the contractors relating to any matter arising out of the contract

INFRASTRUCTURE & UTILITIES

The corporation shall provide locations for parking, minor repair and maintaining the machines. Necessary energy charges, water charges, property tax (if any, when separate plot for regular parking and repair - maintenance is given to contractor by BMC, based on BMC policy- norms) and other govt. levies etc will be borne by contractor.

All necessary infrastructure shall be developed by contractor at their own cost after permission from the BMC, zonal SWM Deptt. / other Deptt. for contract work, (when separate plot for regular parking and repair - maintenance is given to contractor by BMC) and such infrastructure shall be removed at the end of contract / as per the direction of BMC even during the contract period by contractor and contractor has to vacate the place allotted to them & remove the facilities if any created by them without any delay.

Contractor's Sign With seal

Bhavnagar Municipal Corporation

APPENDIX 4 FINANCIAL QUOTATION COMPULSORY ONLINE

Financial Quotation for the TENDER FOR SUPPLY OF 10 (Ten) MECHANIZED TRUCK MOUNTED ROAD SWEEPER MACHINE AND OPERATING FOR 7YEARS AS PER BMC TENDER SCOPE OF WORK, REQUIREMENTS & TERMS CONDITIONS FOR MUNICIPAL SOLID WASTE MANAGEMENT UNDER SWACHH BHARAT MISSION

Date:

The Municipal Commissioner
 Bhavnagar Municipal Corporation
 Bhavnagar-364001

Sub: Financial Quote for TENDER FOR SUPPLY OF 10 (Ten) MECHANIZED TRUCK MOUNTED ROAD SWEEPER MACHINE AND OPERATING FOR 7YEARS AS PER BMC TENDER SCOPE OF WORK, REQUIREMENTS & TERMS CONDITIONS FOR MUNICIPAL SOLID WASTE MANAGEMENT UNDER SWACHH BHARAT MISSION

Dear Sir/Madam,

We, hereby, having reviewed and fully understood all the terms and conditions of this Tender Document, submit our financial quote for the Mechanized Road Sweeping Activities under Procure & Operate Basis as per the tender terms and scope of work for your evaluation.

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Quotation we hereby represent and confirm that our Quotation is unconditional in all respects and we agree to the terms of this Tender Document.

SCHEDULE OF PRICE (A)

A. TENDER FOR SUPPLY OF 10 (Ten) MECHANIZED TRUCK MOUNTED ROAD SWEEPER MACHINE AND OPERATING FOR 7YEARS AS PER BMC TENDER SCOPE OF WORK, REQUIREMENTS & TERMS CONDITIONS FOR MUNICIPAL SOLID WASTE MANAGEMENT UNDER SWACHH BHARAT MISSION

1. Rates must be inclusive of all taxes, GST if applicable shall be paid extra.
2. Rates must be submitted in the Performa of schedule of rates.
3. All the terms of the tender document are applicable.

Schedule of Rates

Sr. No.	Description(A)	Qty (B)	Rate (C)	Amt (D)
1	Procurement cost of Truck Mounted Road Sweeper Machine	10 Unit		
2	Comprehensive Operation and Maintenance of Truck Mounted Road	Monthly Rate		
Total =(D1*10) + (D2 x 12 Months x 01 year) + (D2 *12 *1.05) + (D2*12*1.1025) + (D2*12*1.1576) + (D2*12*1.2156) + (D2*12*1.2763) + (D2*12*1.34)				

(In Words: Rupees..... Only)
 GST % Extra

Date
 (Sign. & Stamp of the Bidder)

Note : The tenderer whose total rate (including all - net rate) found lowest will be considered as first lowest

tenderer.

Annexure – 1

I / We agree that all the clause, information mentioned in this tender document are correct as per my knowledge and I / We have read and understood all the terms and conditions mentioned in document carefully . I / We abide to agree and follow to the terms and conditions stated in the tender.

I/We agree that we have no objection if inquiries are made about our works, its related areas and any other inquiry regarding all details, projects and works listed by us in the pre-qualification document at any state.

Date:-
Place:-

Name of Tenderer:-
Sign / Stamp

Annexure - 2

General Information:

All individual firms are requested to complete the information in this form. Individual information should be provided for all owners, directors or applicants that are partnerships public / Pvt. Ltd. or individually owned firms.

1	Name of firm:	
2	Type of firm: Proprietary/ Partnership/ Pvt. Ltd./Public Ltd/NGO	
3	Head office address:	
4	Local office address (if any):	
5	Authorised Person :	
6	Mobile:	Contact:
7	Landline:	Contact:
8	Facsimile:	Fax:
9	E-mail:	
10	Place of incorporation / registration:	Year of incorporation / registration:
11	Main lines of business:	
	1.	Since:
	2.	Since:
	3.	Since:
	4.	Since:

Annexure -3

Financial statements :

Attach copy

- Bidder shall furnish Turnover certificate for financial year 2020-21, 2021-22 & 2022-23
separate CA certificate shall be submitted.

Annexure-4

History of litigation & Black listing :

Applicant should provide information on any history of litigation or arbitration & Black listing resulting from contracts with Any Municipal corporation, ULBs, Central Govt, State Govt, Govt Authority etc..

Year	Award for / or Against applicant	Name of Client, cause of Litigation and matter of dispute & Black listing	Disputed amount in Rupees	Validity Period

Note: If the information to be furnished in this schedule is not given and come to the knowledge of BMC subsequently it will result in disqualification of the bidder.

Also submit latest status along with documentary evidences.

Annexure - 5

Undertaking

Photographs of Partners / Managing Director / Proprietor / Directors / Power of attorney holders

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- 1 I/We agree that the decision of the Bhavnagar Municipal Corporation in pre-qualification/selection of applicants/contractor, Phasing of work and in any other project related matter, will be final and binding to the me/us.
- 2 All the information and data furnished herewith are correct to my/our best of knowledge.
- 3 I/We agree that I/we have no objection if inquiries are made about our works, its related areas and any other inquiry regarding all details, projects and works listed by us in the pre-qualification document at any state.

Signature with seal of the company

Annexure - 6

DECLARATION OF THE CONTRACTOR :

Name of Work :

I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the local conditions regarding scope of work, all materials and labour on which I / We have based my / our rates for this tender. The specifications and leads on this work have been carefully studied and understood before submitting this tender. I / We undertake to use only the best materials approved by the Engineer in charge or his duly authorized representative during execution of the work and to abide by the decision of BMC.

Signature of Applicant

Annexure –7

AFFIDAVIT * Rs. 300 Stamp / Value as per new norms :
DECLARATION OF THE CONTRACTOR :

- 1.0 I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct. I also understand that in case of wrongful/false information, corporation is entitled to take any civil & criminal punitive action against me/us.
- 2.0 The undersigned also hereby certifies that neither our firm M/s _____ nor any of its constituent partners,directors etc. have abandoned any work in India nor any contract awarded to us for such works has been rescinded. Our firm is also not black listed by any Central govt. organization / State Govt. organization / ULB / Any Municipal Corporation / BMC or any other Agency of Government of India or any of the State Government.
- 3.0 The undersigned hereby authorize(s) and request(s) any bank, person, authorities, Government, or public limited institutions, firm or corporation to furnish pertinent information deemed necessary and requested by the BMC to verify our statements or our competence and general reputation.
- 4.0 The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the BMC.
- 5.0 The BMC and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Affidavit will also serve as authorization to any individual or Authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in the Tender or with regard to the resources, experience and competence of the Applicant.

I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the local conditions regarding scope of work, all materials and labour on which I / We have based my / our rates for this tender. The specifications and leads on this work have been carefully studied and understood before submitting this tender. I / We undertake to use only the best materials approved by the Engineer in charge or his duly authorized representative during execution of the work and to abide by the decision of BMC.

Signed by the Authorized signatory of the firm _____

Title of the office _____

Name of the firm _____

Date _____

Note: The affidavit format as indicated above to be furnished on non-judicial stamp Paper

of amount as per latest rules and duly notarized.

Annexure –8

**Format for Bank Guarantee for Security
Deposit / Performance Security**

B.G. No.

Dated:

1. In consideration of you, *****, having its office at *****, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ (a company registered under the Companies Act, 1956) and having its registered office at _____ (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the ***** Project on basis (hereinafter referred to as "the Project") pursuant to the Document dated _____ issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at _____ and one of its branches at _____ (herein referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause of the Tender Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the entire tender Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. ***** (Rupees ***** only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Bid Document - for _____ Tender Name _____ Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ***** (Rupees ***** only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (One Hundred eighty days) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the

BHAVNAGAR MUNICIPAL CORPORATION

terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other Bid Document- for _____ Tender Name _____ in the State of Gujarat person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power

BHAVNAGAR MUNICIPAL CORPORATION

to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** (Rupees ***** only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by.....Bank

By the hand of Mr./Ms., its and authorized official.

(Signature of the Authorized Signatory)(Official Seal)