

स्वच्छ  
सर्वेक्षण  
2019

સાંરે રાજકોટ  
સ્વચ્છ રાજકોટ



# RAJKOT MUNICIPAL CORPORATION

## Tender document for: e-Tender No. RMC/SWM/2018-19/30

**SUPPLY, DELIVERY & COMPREHENSIVE OPERATION & MAINTENANCE CONTRACT FOR 7(SEVEN) YEARS OF DIESEL OPERATED RIDE ON SWEEPING MACHINE AS PER TECHNICAL SPECIFICATIONS & TERMS.**

### The milestone dates of e-Tender are as under :

1	Download of e-tender documents	Up to 27-03- 2019, 16:00 hours
2	Online submission of e-tender	Up to 27-03-2019, 18:00 hours
3	Pre-bid Meeting	Onward 12-03-2019, 11:30 hours
4	Physical submission of EMD, tender fee and other documents by R.P.A.D. / Speed Post Only	Up to 02-04-2019, 18:00 hours
5	Verification of submitted documents (EMD, e-tender fee, Etc.)	From 04-04 -2019, 16:00 hours Onwards
6	Opening of online tender	From 04-04 -2019, 16:30 hours Onwards

**For further details visit : [www.rmc.nprocure.com](http://www.rmc.nprocure.com)**

**ENVIRONMENT ENGINEER  
SOLID WASTE MANAGEMENT DEPARTMENT  
RAJKOT MUNICIPAL CORPORATION  
RAJKOT (GUJARAT)**

**INFORMATION TO TENDERERS**

1	TENDER NO:	<b>RMC/SWM/2018-19/30</b>
2	LAST DATE OF ONLINE TENDER SUBMISSION	<b>As per Milestone dates</b>
3	DATE OF TENDER OPENING (PRICE BID OPENING)	<b>As per Milestone dates</b>
3	PRE-BID MEETING DATE, TIME AND PLACE	Dt. 12-03-2019, 11:30 hours, Place : Rajkot Municipal Corporation Dr. Ambedkar Bhavan, Central Zone Office, Conference Hall, Dhebar Road, Rajkot.
4	NAME OF THE WORK	SUPPLY, DELIVERY & COMPREHENSIVE OPERATION & MAINTENANCE CONTRACT FOR 7 (SEVEN) YEARS OF DIESEL OPERATED RIDE ON SWEEPING MACHINE AS PER TECHNICAL SPECIFICATIONS & TERMS.
5	TENDER FEES (NON REFUNDABLE)	<b>Rs.23,500/- (Rs. Twenty Three Thousand Five Hundred only)</b> to be submitted in the form of D.D./P.O. in favour of Municipal Commissioner, Rajkot of any Nationalized Bank/Schedule bank/Banks and payable at Rajkot To be submitted to the Office of Environment Engineer, Solid Waste Management Department, Third Floor, Room No. 03, Rajkot Municipal Corporation, "Dr. Ambedkar Bhavan", Nr. S.T. Bus Stop, Dhebar Road, Rajkot.
6	E.M.D.	<b>Rs. 42,05,000/- (Rs. Forty Two Lakh Five Thousand Only)</b> to be submitted in the form of D.D./P.O. in favour of Municipal Commissioner, Rajkot of any Nationalized Bank/Schedule bank/Banks and payable at Rajkot; To be submitted to the , Office of Environment Engineer, Solid Waste Management Department, Third Floor, Room No. 03, Rajkot Municipal Corporation, "Dr. Ambedkar Bhavan", Nr. S.T. Bus Stand, Dhebar Road, Rajkot.
7	TIME LIMIT FOR SUPPLY	<b>As per Tender</b>
8	GENERAL CONDITION	As per tender documents.
9	SECURITY DEPOSIT	As mentioned in tender. It will be released at the end of successful completion of the warranty period.
10	MODE OF SENDING THE TENDER / RELEVANT DOCUMENTS	By Registered A.D. or Speed Post/Courier addressed to, Office of Environment Engineer, Solid Waste Management Department, Third Floor, Room No. 03, Rajkot Municipal Corporation, "Dr. Ambedkar Bhavan", Nr. S.T. Bus Stand, Dhebar Road, Rajkot.

**Seal and Signature of the Bidder &  
Date:**

**Environment Engineer  
Rajkot Municipal Corporation**

**RAJKOT MUNICIPAL CORPORATION**

**CHAPTER -1**  
**TENDER NOTICE**

Online e-tenders with two bid system are invited for **SUPPLY, DELIVERY & COMPREHENSIVE OPERATION & MAINTENANCE CONTRACT FOR 7 (SEVEN) YEARS OF DIESEL OPERATED RIDE ON SWEEPING MACHINE AS PER TECHNICAL SPECIFICATIONS & TERMS** from reputed qualified manufacturers, authorized dealers, distributors.

**QUALIFICATION/ELIGIBILITY CRITERIA**

- A.** Only duly Firm/Company can submit Bids. Provide Certificate of G.S.T. Registration.
- B.** Manufacturer &/or Supplier of such type of units/vehicles **or** its authorized dealer/distributor can take part in the tender for which necessary documentary proof should be enclosed with tender. If the Bidder is Authorized dealer/ Distributor of the manufacturer, a latest Authority letter should be submitted. Necessary documentary proof shall be attached with the tender.

**C. Financial Criteria:**

**For Manufacturer/Supplier**

- a.** The Average Annual financial turnover of the bidder during the last 7 years, ending 31/03/18 should be at least **Rs.163.20 Lakh**. Separate Chartered Accountant's certificate shall be attached.
- b.** The bidder/Companies must have solvency certificate of Nationalized/Schedule Bank amounting to not less than **Rs. 75 Lakh**. The solvency certificate issued shall not be more than one year old.

**D. Experience Criteria:**

**For Manufacturer/Supplier**

Manufacturer /Dealer/ Principal supplier of the Sweeping machine whose system are proposed in the tender shall have supplied as mentioned below :

- i** 7 Nos. of any kind of Sweeping Machine in single work order in last 7 Years in Government or semi-government or ULB in India. Performance certificates of above mentioned supplied nos. from the clients should be enclosed with work order.

**OR**

5 Nos. of any kind of Sweeping Machine in two work orders in last 7 Years in Government or semi-government or ULB in India. Performance certificates of above mentioned supplied nos. from the clients should be enclosed with work orders

**OR**

3 Nos. of any kind of Sweeping Machine in three work orders in last 7 Years in Government or semi-government or ULB in India. Performance certificates of above mentioned supplied nos. from the clients should be enclosed with work orders

- ii. In case Bidder is dealer then experience of OEM will be considered. All necessary documentary evidence shall be submitted along with the tender.

**For Service Provider (Operation & Maintenance):**

The manufacturer/Service Provider should have operated and maintenance at least

- i) 7 Nos. of any kind of Sweeping Machine in single work order in last 7 Years in Government or semi-government or ULB in India. Performance certificates from the clients should be enclosed with work orders.

**OR**

5 Nos. of any kind of Sweeping Machine in two work orders in last 7 Years in Government or semi-government or ULB in India. Performance certificates from the clients should be enclosed with work orders.

**OR**

3 Nos. of any kind of Sweeping Machine in three work orders in last 7 Years in Government or semi-government or ULB in India. Performance certificates from the clients should be enclosed with work orders.

- ii) The Average Annual Turnover of the Service Provider should be **Rs.76.75 Lakh** in last 7 years. Separate Chartered Accountant's certificate shall be attached along with the bid.

- iii) Bank Solvency Certificate of **Rs. 35 Lakh** not more than 1 (One) Year.

- iv) E.P.F.Certificate

- v) E.S.I.C. Certificate

- E.** If participants are Joint Venture/Consortium then they should fulfill following conditions:

If the supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the contract and shall designate one party to act as a leader (Technical member either manufacturer &/or supplier &/or service provider) with authority to bind the joint venture, consortium, or association.

The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

Maximum three parties are allowed for such joint venture, consortium, or association. Manufacture &/or supplier of diesel operated ride on sweeping equipments &/Or service provider (i.e. Municipal Street Sweeping work contractors with diesel operated ride on sweeping of any capacity/type) shall only be allowed as main member. Partners of consortium may include principal manufacture/supplier of diesel operated ride on sweeping equipments &/or service provider (i.e. Municipal Street Sweeping work contractors with diesel operated ride on sweeping of any capacity/type).

Consortium is permitted maximum up to 3 (Three) members; however lead member should meet the technical experience (Either for diesel operated ride on sweeping equipment manufacturer/supplier or service provider (i.e. Municipal Street Sweeping work contractor with diesel operated ride on sweeping equipment of any capacity/type &/r O & M work contractor).

Either manufacture &/or supplier of diesel operated ride on sweeping equipments or service provider (i.e. Municipal Street Sweeping work contractor with diesel operated ride on sweeping of any capacity/type &/r O & M work contractor) shall only be allowed as main member. Consortium shall comply with the following minimum requirements:

- a. The consortium shall be between a maximum of 3 members including the prime bidder or the leader (Technical member) of the consortium.
- b. The consortium as a part of the consortium agreement shall declare and nominate the leader of consortium who will be deemed to be prime bidder.
- c. The consortium agreement shall clearly and unambiguously specify the roles, duties and responsibilities and stake of each of the consortium members including binding of parties for execution of the project and till 5 years of period from the date of execution of work.
- d. The consortium agreement shall be notarized and the original agreement shall be attached with the qualification bid and shall not be modified and amended without prior approval of the Rajkot Municipal Corporation during the entire period of contract performance.

### **Special Notes**

#### **(A) Disqualification**

Even though the Applicants meet the above criteria, they are subject to be disqualified and forfeiture of EMD (with approval of competent authority) and agency will be debarred from RMC, if Applicant or any of its constituent partners/ consortium member has:

Made misleading or false representation in the forms, statements, and attachments submitted; or

Been debarred by Central govt. organization/ State govt. organization/RMC or any other Agency of Government of India or any of the State Governments/ULBs.

In case of a proprietary firm, partnership firm the following are the disqualification criteria:

- (i) If, any of the member/partner or the proprietor is debarred by Central govt. organization/ State govt. organization /RMC or any other Agency of Government of India or any of the State Governments/ULBs.
- (ii) If, any of the 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.
- (iii) If, any criminal proceeding is pending in any court of law in India against any of the partner or a proprietor and if any such proceeding culminates into conviction in last seven years.

Note: The experience as sub contractor shall not be considered

An Earnest Money Deposit and Tender fee (Non-refundable) as per EMD Schedule in form of Demand Draft in favour of "**Rajkot Municipal Corporation**", RAJKOT, payable at Rajkot, of any Nationalized or Schedule Bank shall accompany along with the qualification's documents as per Milestone Dates during office hours at Office of the Environment Engineer, Rajkot Municipal Corporation, 3<sup>rd</sup> floor, Dr. Ambedkar Bhavan, Dhebar Road, Rajkot-360001.

**The Technical Bid should be downloaded on a white plain A4 size paper and it should be submitted with all technical details with quoted models and leaflet, duly filled and every page should be signed and sealed and should be submitted along with the qualification documents.**

Tender will be submitted online through e-tendering as per Milestone Dates on web site <http://www.rmc.nprocure.com>

Municipal Commissioner, Rajkot Municipal Corporation, Rajkot, reserves the right to accept or reject any or all tender(s) without assigning any reason thereof.

**Seal and Signature of the Bidder & Date:**

**Environment Engineer  
Rajkot Municipal Corporation**

**CHAPTER - 2**  
**E.M.D. SCHEDULE**

\*Earnest Money Deposit       :-       Rs.42,05,000/-

\*       An Earnest Money Deposit of Rs.42,05,000/- and Tender fee of Rs.23,500/- (Non-refundable) in form of Demand Draft in favour of "**Rajkot Municipal Corporation**", Rajkot, of any Nationalized or Schedule Bank shall accompany along with the qualification's documents on as per milestone dates during office hours.

\*Tender Fee                       :-       Rs.23,500/-   (Non-refundable)

:: DETAILS TO BE FILLED BY TENDERER ::

Name of e-Tenderer : \_\_\_\_\_

Address of e-Tenderer       : \_\_\_\_\_

Nature of Business         : \_\_\_\_\_

:: DETAILS OF E.M.D. ::

Name of Bank & Branch     : \_\_\_\_\_

D.D.No. & Date             : \_\_\_\_\_

Amount in Rupees         : \_\_\_\_\_

**Sign of e-Tenderer.**

**CHAPTER - 3**  
**TENDER SCHEDULE**

Item	Qty. in Nos.	Approx Estimated cost (Rs. in Lakh )
<b>SUPPLY, DELIVERY OF DIESEL OPERATED RIDE ON SWEEPING MACHINE AS PER TECHNICAL SPECIFICATIONS &amp; TERMS</b>	12	1400.90
<b>COMPREHENSIVE OPERATION &amp; MAINTENANCE CONTRACT FOR 7 (SEVEN) YEARS OF DIESEL OPERATED RIDE ON SWEEPING MACHINE AS PER TECHNICAL SPECIFICATIONS &amp; TERMS</b>	12	
Total Cost Rs.		1400.90

**Contractor's Sign**  
With seal

**Environment Engineer**  
**Rajkot Municipal Corporation**



CHAPTER - 4

:: General Terms And Conditions For Contract ::

1. Quoted price should be inclusive of all taxes and duties like GST, To & Fro, Transportation charges, Transits Insurance, Third party insurance, Third party inspection Fee (1 % of Total supply Cost), Entry Taxes, other applicable levies, RTO passing charges and F.O.R. at RAJKOT MUNICIPAL CORPORATION, SWM Store, RAJKOT.
2. e-Tender shall be valid for a period of not less than 145 days after the date of opening e-Tender Price Bid.
3. The award of contract will normally be made within 120 days after the date of opening e-Tender Price Bid.
4. e-Tender will be submitted online through e-tendering as per milestone dates and e-tendered Technical Bid will be opened on as per milestone dates on web site <http://www.rmc.nprocure.com>
5. e-Tenderer should have to offer the firm prices in e-tender Price Bid for the prescribed item as per given in Technical Specification. Offer for the other item will not be considered and tender will be rejected.

**6. QUALIFICATION/ELIGIBILITY CRITERIA**

- A.** Only duly Firm/Company can submit Bids. Provide Certificate of G.S.T. Registration.
- B.** Manufacturer &/or Supplier of such type of units/vehicles or its authorized dealer/ distributor can take part in the tender for which necessary documentary proof should be enclosed with tender. If the Bidder is Authorized dealer/ Distributor of the manufacturer, a latest Authority letter should be submitted. Necessary documentary proof shall be attached with the tender.

**C. Financial Criteria:**

**For Manufacturer/Supplier**

- c.** The Average Annual financial turnover of the bidder during the last 7 years, ending 31/03/18 should be at least **Rs.163.20 Lakh**. Separate Chartered Accountant's certificate shall be attached.
- d.** The bidder/Companies must have solvency certificate of Nationalized/Schedule Bank amounting to not less than **Rs. 75 Lakh**. The solvency certificate issued shall not be more than one year old.

**D. Experience Criteria:**

**For Manufacturer/Supplier**

Manufacturer /Dealer/ Principal supplier of the Sweeping machine whose system are proposed in the tender shall have supplied as mentioned below :

- i** 7 Nos. of any kind of Sweeping Machine in single work order in last 7 Years in Government or semi-government or ULB in India. Performance certificates of above mentioned supplied nos. from the clients should be enclosed with work order.

**OR**

5 Nos. of any kind of Sweeping Machine in two work orders in last 7 Years in Government or semi-government or ULB in India. Performance certificates of above mentioned supplied nos. from the clients should be enclosed with work orders

**OR**

3 Nos. of any kind of Sweeping Machine in three work orders in last 7 Years in Government or semi-government or ULB in India. Performance certificates of above mentioned supplied nos. from the clients should be enclosed with work orders

- iii. Incase Bidder is dealer then experience of OEM will be considered. All necessary documentary evidence shall be submitted along with the tender.

**For Service Provider (Operation & Maintenance):**

The manufacturer/Service Provider should have operated and maintenance at least

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- ii) The Average Annual Turnover of the Service Provider should be **Rs.76.75 Lakh** in last 7 years. Separate Chartered Accountant's certificate shall be attached along with the bid.

- iii) Bank Solvency Certificate of **Rs. 35 Lakh** not more than 1 (One) Year.

- iv) E.P.F.Certificate  
v) E.S.I.C. Certificate

- E.** If participants are Joint Venture/Consortium then they should fulfill following conditions:

If the supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the contract and shall designate one party to act as a leader (Technical member either manufacturer &/or supplier &/or service provider) with authority to bind the joint venture, consortium, or association.

The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

Maximum three parties are allowed for such joint venture, consortium, or association. Manufacture &/or supplier of diesel operated ride on sweeping equipments &/Or service provider (i.e. Municipal Street Sweeping work contractors with diesel operated ride on sweeping of any capacity/type) shall only be allowed as main member. Partners of consortium may include principal manufacture/supplier of diesel operated ride on sweeping equipments &/or service provider (i.e. Municipal Street Sweeping work contractors with diesel operated ride on sweeping of any capacity/type).

Consortium is permitted maximum up to 3 (Three) members; however lead member should meet the technical experience (Either for diesel operated ride on sweeping equipment manufacturer/supplier or service provider (i.e. Municipal Street Sweeping work contractor with diesel operated ride on sweeping equipment of any capacity/type &/r O & M work contractor).

Either manufacture &/or supplier of diesel operated ride on sweeping equipments or service provider (i.e. Municipal Street Sweeping work contractor with diesel operated ride on sweeping of any capacity/type &/r O & M work contractor) shall only be allowed as main member. Consortium shall comply with the following minimum requirements:

- a. The consortium shall be between a maximum of 3 members including the prime bidder or the leader (Technical member) of the consortium.
- b. The consortium as a part of the consortium agreement shall declare and nominate the leader of consortium who will be deemed to be prime bidder.
- c. The consortium agreement shall clearly and unambiguously specify the roles, duties and responsibilities and stake of each of the consortium members including binding of parties for execution of the project and till 5 years of period from the date of execution of work.
- d. The consortium agreement shall be notarized and the original agreement shall be attached with the qualification bid and shall not be modified and amended without prior approval of the Rajkot Municipal Corporation during the entire period of contract performance.

### **Special Notes**

#### **7. Disqualification**

Even though the Applicants meet the above criteria, they are subject to be disqualified and forfeiture of EMD (with approval of competent authority) and agency will be debarred from RMC, if Applicant or any of its constituent partners/ consortium member has:

Made misleading or false representation in the forms, statements, and attachments submitted; or

Been debarred by Central govt. organization/ State govt. organization/RMC or any other Agency of Government of India or any of the State Governments/ULBs.

In case of a proprietary firm, partnership firm the following are the disqualification criteria:

- (i) If, any of the member/partner or the proprietor is debarred by Central govt. organization/ State govt. organization /RMC or any other Agency of Government of India or any of the State Governments/ULBs.
- (ii) If, any of the 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.
- (iii) If, any criminal proceeding is pending in any court of law in India against any of the partner or a proprietor and if any such proceeding culminates into conviction in last seven years.

Note: The experience as sub contractor shall not be considered.

- 8.** On award of contract, the successful bidder will have to produce an F.D.R. or irrevocable Bank Guarantee of any Scheduled or Nationalized Bank of 5 % of the supply cost of the work, towards the security deposit, in favour of Rajkot Municipal Corporation, must be submitted in the S.W.M. Branch. In case of F.D.R. submission, an agreement deed in favour of Rajkot Municipal Corporation on the Stamp Paper of 4.90% of FDR amount must be submitted. In case of Bank Guarantee submission, an agreement deed in favour of Rajkot Municipal Corporation on the Stamp Paper of Rs.100/- must be submitted and if the contractor fails to submit the agreement deed in the stipulated time limit, the E.M.D. for this contract will be forfeited and the contractor will be black listed for this work of RMC. This will be returned only after successful completion of warranty period.
- 9.** e-Tenderer shall have to complete supply contract within 90 working days after getting firm Work Order & receipt of the cab chassis with P.T.O. at the tenderer works otherwise penalty will be charged as per norms of RAJKOT MUNICIPAL CORPORATION.
- 10.** For Sweeping machine equipment (Rear Body)- 100% Payment will be made within 60 days after handing over of all relevant documents like; TPI reports, Registration Book, Third Party Insurance, all taxes, RTO Formalities, Bills,etc at Office of the Environment Engineer, Solid Waste Management Branch, Dhebar Road, Rajkot Municipal Corporation, Rajkot-360001.
- 11.** Insurance shall be the responsibility of e-Tenderer. e-Tenderer shall provide coverage for all items against transits risk, Accident to acquisition, Transport delivery up to destination and accident in trial and testing.
- 12.** Inspection will be carried out by Third Party Inspecting Agency. Inspection fee will be borne by tenderer, it will be 1 % of total machine cost.

The inspection parameters shall cover the following:

Purchaser may, at its discretion carry out stage inspection at the following critical stages at supplier's works -

- a) On assembly of complete unit on chassis including Auxiliary engine , vacuum blower, hopper container etc.
- b) Final inspection including all accessories including sweeping test, stability, operation and dimensional check.
- c) Apart from inspection, which may be carried out by purchaser's representative or authorized inspecting agency, supplier shall furnish Test Certificates for all

- bought out components and also details of their own in-house inspection carried out.
- d) All costs towards inspection shall be borne by tenderer, arrangements for arranging the tests shall be provided by supplier, within scope of technical parameters of e-tender.
- e) It shall be the supplier's responsibility to raise inspection call in writing to purchaser at least 10 days prior to each stage as above. Bidder shall be provided an opportunity to rectify defects but without any extension in the delivery period.
- 13.** Any modification or any changes in work or technical specifications done by RMC's Engineer-In-Charge or Third Party Inspecting Agency and e-tenderer have to follow these changes without any dispute and argument. (No extra cost will be given for the modifications or changes).
- 14.** e-Tenderer have to furnish all Drawings and Certificates and Xerox copies of bills of materials those are required and demanded by Engineer-in-charge of RAJKOT MUNICIPAL CORPORATION or Third Party Inspecting Agency.
- 15.** e-Tenderer can contact for more information and details regarding tender to the Office of the Environment Engineer, Solid Waste Management Branch, Dhebar Road, Rajkot Municipal Corporation, Rajkot-360001. Mobile :- 96247 18383.
- 16.** e-Tenderer should have to fill up price of 01(One) Diesel Operated Ride On Sweeping Machine with CAB Chassis with PTO and Operation & Maintenance Cost Per Shift Per Machine Separately in e-Price Bid of e-tender.
- 17. GST:**  
Rates shall be inclusive of GST.
- 18. UNIT OF RATE:**  
The unit of rate shall be on number basis.
- 19. PRELIMINARY INSPECTION:**  
Preliminary inspection will be carried out by authorized representative of RAJKOT MUNICIPAL CORPORATION and Third Party Inspecting Agency.
- 20. INSPECTION:**  
Inspection of materials at factory site shall be carried out by authorized representative of RAJKOT MUNICIPAL CORPORATION and Third Party Inspecting Agency.
- 21. PRICE PREFERENCE:**  
No price preference will be given to SSI units or Khadi Gramudhyog Units.
- 22. JURISDICTION:**  
In the event of any dispute or difference arising out of this e-tender / contract, the jurisdiction of the Court shall be RAJKOT (Gujarat) only. While executing the agreement, the supplier shall be governed at all times by all laws, regulations etc., in force in Gujarat State.
- 23. DISPUTE:**  
In the event of any problem, dispute or difference arising out of or under this contract, the decision of the Municipal Commissioner, RAJKOT MUNICIPAL CORPORATION, RAJKOT, will be final and binding to the parties to this contract.

**24. STATUTORY VARIATIONS:**

The price of the SWEEPING MACHINES quoted by the e-tenderer will be on the basis of current taxes and levies. If there will be any increase / decrease in the statutory tax / levies Govt. on the finished products that will be to the account of consignee i.e. **RAJKOT MUNICIPAL CORPORATION**, and same will be paid by **RAJKOT MUNICIPAL CORPORATION** on receipt of necessary documentary evidence from the supplier.

**25. NON-BLACK LISTING BOND:**

The Tenderer has to furnish the undertaking on the non-judicial stamp paper of Rs.100/- duly Notarized regarding his firm is not black listed in anywhere in India at the time of e-tendering. This undertaking should be submitted during the physical submission of Qualification documents.

**26.** Conditional offer will not be accepted and same will be treated as non-responsive.

**27. LIQUIDATED DAMAGES:**

If the supplier fails to deliver any or all of the equipments within the said period, RMC 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 work and rate of calculation will be 2% per month of delivery price will be recovered from the supplier without any reference to the supplier. The amount of Liquidated damages will be however subject to the maximum of 10% of the total contract sum.

**28. AGREEMENT:**

The e-tenderer shall be required to enter into an agreement for due performance of the contract. The stamp duty on all documents to be executed in connection with this contract to be entered into shall be borne by supplier. The security deposit (SD) in form of FDR / Bank Guarantee shall be deposited for required value. The contract agreement will have to be executed on a stamp paper of appropriate value as per value orders in force for the time being. EMD of the first lowest firm/company will be forfeited if they fail to enter into agreement within prescribed time limit for entering into agreement.

**29. GUARANTEE:**

The supplier at the time of entering into contract shall give a guarantee against technical and manufacturing defects in materials supplied and free replacement of defective materials at his own cost up to a period of 12 months from the date of receipt of material.

**30. Extension for delay:-**

If the supply is delayed by (1) Force Majeure, (2) Serious loss damage by fire, (3) Strike, , Curfew, Rally, Heavy rains, Flood, Cyclone, Earthquake or Natural Calamities occurs, (4) Electricity staggering, (1) Any other case, which is beyond the control of contractor. Deputy Municipal Commissioner will decide period of delay extension.

**31.** Municipal Commissioner, RAJKOT MUNICIPAL CORPORATION, RAJKOT, reserves the right to accept or reject any or all the e-tender(s) without assigning any reasons thereof.

32. e-Technical Bid will be opened online on as per milestone dates and after evaluation of e-Technical Bid, e-Price Bid will be opened only of those e-tenderers who will be qualified in e-Technical Bid evaluation. Date of opening of e-Price bid will be as per milestone dates onwards, only of those e-tenderers who will be qualified in e-technical bid evaluation.
33. **Training:**  
Post-delivery, supplier shall have to train three personnel nominated by RMC for minimum one working Day on free of cost basis. The personnel may be of RMC and / or end-user nominated.
34. **Warranty:**  
Supplier shall provide a warranty of 12 (twelve) months from the date of supply.
35. Tender fees will not be refunded under any circumstances.
36. 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.
- Municipal Commissioner, RAJKOT 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 tender documents
37. Each Supplier shall submit only one (1) Bid for each of the item, in response to this tender. Any Supplier who submits more than one Bid for the item will be disqualified.
38. At any time prior 24 hours to the last date and time of submission of Bids RMC may, for any reason, whether at its own initiative or in response to clarifications requested by any Supplier, modify the tender by the issuance of Addenda. All interested tenderer shall have to check the [www.rmc.nprocure.com](http://www.rmc.nprocure.com). The Bidder shall not transfer the TENDER document to another interested party
39. The EMD shall be forfeited in the following cases:
- (a) If the Supplier withdraws its Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period.
  - (b) If the successful supplier fails to provide the Performance Security within the stipulated time or any extension thereof provided by RMC;
40. **Evaluation**
- (1) As part of the evaluation, the Bids shall be checked for responsiveness with the requirements of the tender and only those Bids, which are found to be responsive, would be further evaluated in accordance with the criteria, set out in this tender.
  - (2) It provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by RMC without communication with the Supplier). RMC reserves the right to determine whether the information has been provided in reasonable detail.

- (3) There are no inconsistencies between the Bid and the supporting documents. A Bid that is substantially responsive is one that confirms 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 suppliers presenting substantially responsive bids.

**41.** RMC 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 Supplier does not respond promptly and diligently to requests for information required for the evaluation of the Bid.

**42.** In case the Bid is found to be responsive, the Bid would be evaluated in accordance with the Qualification Criteria as set out in Tender Notice.

**43.** In case the Bid is found to be inadequate, RMC may request the Supplier for modifications to the Bid submitted. As part of the evaluation of the Bid, RMC may also request the Supplier to submit clarifications.

**44. DEMONSTRATION**

- A) Those bidders who are found eligible as per the technical and financial criteria set out in this TENDER shall be required to hold a demonstration of the proposed machineries.
- B) The Demonstration shall be preferred to be carried out at Rajkot or at a location in the State of Gujarat where RMC appointed officials shall travel at cost of RMC.
- C) In case the Demonstration is to be held outside the State of Gujarat then the bidder shall bear the cost of travel (To and Fro), boarding and lodging of two RMC officials for witnessing the demonstration.
- D) The Demonstration shall consist of an hour long operation of the vehicle proposed in the bid documents at a site similar to the ones proposed for deployment in Rajkot along with debris loading and unloading operations into tipper vehicles as prescribed to be used in the bid.
- E) The Demonstration shall clearly exhibit that the sweeping machines can unload the debris collected onto the tipper/debris transport vehicles in reasonable time. Failure to exhibit such a function shall result in rejection of the bid.
- F) The date of the demonstration shall be mutually decided by RMC Officials.
- G) The success of the demonstration shall be decided and be with at the sole discretion of the RMC Officials



45. The Price Bid of only those, who meet the Qualification Criteria and have conducted successful demonstration the operation of the machinery duly certified by RMC officials.
46. The Supplier offering the lowest quotation for the “**SUPPLY, DELIVERY & COMPREHENSIVE OPERATION & MAINTENANCE CONTRACT FOR 7 (SEVEN) YEARS OF DIESEL OPERATED RIDE ON SWEEPING MACHINE AS PER TECHNICAL SPECIFICATIONS & TERMS**” would be declared as the Preferred Supplier for the same. However RMC is not bound to accept the lowest or any tender which may receive against this tender.RMC may either choose to accept the Price bid of the Preferred Supplier or invite him for negotiations.
47. In case there are two or more Suppliers quoting the same price, RMC may in such case call all such Suppliers for negotiations and select the Preferred Supplier on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of RMC.
48. In the event of acceptance of the Preferred Supplier with or without negotiations, RMC shall declare the Preferred Supplier as the Successful Supplier. RMC will notify the Successful Supplier through a Letter of Award (Preliminary work order) that its Bid has been accepted.
49. Notwithstanding anything contained in this tender, RMC 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.
50. **Test and Inspection prior to dispatch / shipment and field test after delivery**  
The following inspection and test shall be carried at manufacturer’s plant by third party and purchaser’s representative.
- Inspection and checking of details of various components specified in the specifications and agreed by the bidder, particularly the details of engine, drive system, brakes, hydraulic system, electrical system, vacuum system, brushing system etc. including their capacity, make, dimensions etc.
  - Functional test of machines to check its specified/guaranteed capacity by operating the machine continuously for four to six hours,
  - The following test shall be carried out after delivery of the equipment
- First unit/sample shall be inspected/verified by authorized representative/s of RMC and third party with the specification of RMC & on approval of first unit/sample; tenderer shall have to supply rest of units.
51. The price escalation or variation clause will not be accepted. Tenderer has to quote the total price, net including of all taxes, GST & duties etc. and for evaluation and finalization purpose, the total price will be taken in to consideration. Transportation, Packing, Forwarding, Insurance charges, Third Party Inspection fee are included in the indicated price.
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 RAJKOT 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.

Only manufacturer of vehicles/equipment &/or its authorized dealer/distributor/Contractor having experience in providing such type of sweeping machine or O & M work Contractor &/or sweeping work contractor having experience in sweeping work with sweeping machines can take part in the tender for which necessary documentary proof should be enclosed with tender.

53. Tenderer has to submit all the relevant information likes;
- Warranty conditions
  - Detailed client list to which such type of vehicles have been supplied by them.
  - Details of Technical experience of tenderer.
  - Make & model of chassis with all technical details.
  - O & M work experience details.
  - Municipal street sweeping work experience with sweeping machines.
  - Work orders, Performance certificates etc.
54. Any company/subsidiary/associate/parent or any of their having same promoter are not eligible to participate who has been blacklisted by any of Govt. Department or any ULB's (Urban Local Bodies in India). If it comes to the notice of the RMC authority at any point of time, during the tendering or execution stage of the work that the tenderer has been blacklisted by any Govt. organization (as mentioned above), then all the payments due to him shall be forfeited and firm will be blacklisted.
55. The bidder should provide **accurate information on any litigation history or arbitration resulting from contracts completed or under execution by him over the last ten years.** This should also include such cases, which are in process/progress. A consistent history of awards against the bidder of any partner of a joint venture may result in failure of the bid. In case the bidder has not provided such information and has come to the notice of the Authority, the **tender will be rejected at whatsoever stage and in such case all the losses that will arise out of this issue will be recovered from the tenderer/contractor and he will not have any defense for the same.**
56. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency without writing permission of Municipal commissioner, RMC.
57. All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form.
58. Any change in the constitution of the firm/association etc. shall be notified forth with by the contractor in writing to the Corporation and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
59. The approved supplier shall be deemed to have carefully examined the total work; conditions, specifications, size, make and drawings, scope of work etc. of the goods to be supplied and O & M work to be carried out.
60. If the Corporation does not purchase or issue work for any of the tender articles, work or purchases less than the quantity indicated in the tender form, the tenderer should not be entitled for any compensation. The indicated quantities including with O & M work can be increase/ decrease depending upon the RMC requirement.

**61. Insurance & License etc.**

- The Supplier is responsible for transit and all other insurances till the Machines and equipment are delivered at the delivery location.
- Tenderer must make their own arrangements to obtain import license if necessary.

**62.** The registration of vehicles shall be made in favor of municipal commissioner, RMC, Rajkot. However the vehicle supplier and equipment manufacturer has to submit all necessary valid documents as per the requirements of local RTO, RAJKOT and have to cooperate at their level best to get the vehicle registered at time. **If RTO will not register vehicles due to design &/or other problem, same will be rejected by RMC.** The vehicle supplier and equipment manufacturer shall be responsible regarding transit insurance, Full insurance, RTO passing charge, Premises of RMC.

**63. Warranty/Guarantee clause-**

- The tenderer would give guarantee that the Machines/Equipments would continue to confirm to the description and quality as specified for a period indicated in the table given below from the date of delivery of the Machines/Equipments to be purchased and that notwithstanding the fact that the Corporation may have expected and/or approved the said Machines /Equipments, if during the guarantee/warranty period the said Machines/equipment be discovered not to confirm to the description and quality aforesaid or have determined (and the decision of the Municipal commissioner, RMC in that behalf will be final and conclusive) the corporation will be entitled to reject the Machines/Equipments or such portion thereof as may be discovered not to confirm to the said description and quality, on such rejection the Machines/Equipment will be at the seller's risk and all the provision relating to rejection of goods, etc. or such portion thereof as is rejection by the Corporation, otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the in that behalf under this contract or otherwise.

Sr. No	Name of Machine/Equipment	Warranty/Guarantee Period
1	<b>DIESEL OPERATED RIDE ON SWEEPING MACHINE</b>	One Year from the date of commissioning.

The Environment Engineer &/or his duly authorized representative or Third Party Inspection Agency shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the equipment/machineries during manufacturing process or afterwards as may be decided.

- The tenderer shall furnish complete address of premises of his office, go down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- The firm is liable to execute any minor change/modification suggested at the time of inspection for which no extra payment shall be paid.

**64. Rejection —**

Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time.

65. Notwithstanding anything contained in this tender document, Corporation reserves the right to accept or reject any tender, or to annul the bidding process or reject all tenders, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof
66. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the parties to the Municipal Commissioner, RMC whose decision shall be final.
67. **Training of RMC personnel:** All personnel designated by the Corporation to be responsible for the operation and maintenance/repair of the equipment shall be provided with practical training in the use and routine maintenance of the goods at Premises of RMC. The supplier shall provide a training program of the purchaser's personnel immediately after the delivery of the equipment. All costs for the supplier's personnel involved in the training and any incidental expenses shall be included in the tenderer rate. All costs of the Purchaser's personnel and provision of training shall be borne by the Supplier. At least two personnel w.r.t. each vehicle/equipment shall be trained for operating and same numbers for maintenance/repairs. According to the requirement RMC may change these numbers, which shall be binding to supplier.
68. The tenderer will provide separate lists and the cost of:
- Fast moving and maintenance spare parts with their corresponding prices along with original technical brochures and parts catalogues and,
  - All standard and specialized tools and equipment required for maintenance and repairs of the supplied equipment shall be given free of cost with each Sweeping machine,
- The lists submitted by the supplier shall be comprehensive and shall include all items, which may reasonably be required for repair and maintenance within a one-year service period. Such lists shall include the serial number of the recommended item, description, manufacture's catalogue number, unit price of each item, recommended quantity, and total price, the estimated cost and time of delivery shall be provided separately in the tender schedule and this will not be considered in bid evaluation.
69. **Schedule of equipment and technical specifications:**
- The bidders shall complete the schedule(s) and technical specifications for the goods and equipment to be supplied in their entirety so as to demonstrate their compliance with the requirements of the bidding documents.
  - The materials, equipment and services to be supplied under the contract shall be like that use of such materials equipment and services shall not infringe or violate any industrial property or intellectual property rights or claims of any third party.
70. Drawings: The bidder will submit drawings of the proposed equipments along with the Technical bid. Successful bidder will be required to submit detailed drawings of all the equipments.
71. **Specifications and standards: -**
- The supplier shall ensure that the goods and related services comply with the technical specifications and other provisions of the contract.
  - The goods and related services supplied under this contact shall conform to the standards of the technical specifications, when no applicable standard is mentioned; the standards shall be equivalent or superior to the official standard

whose application is appropriate to the country of origin of the goods and suitable to Indian (RAJKOT) weather conditions and usage.

- Wherever references are made in the contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in technical Specifications. During contract execution, any changes in any such codes and standards shall be applied only after approval by the Corporation and shall be treated in accordance with the conditions of contract.

**72.** The supplier shall correct any defects covered by the warranty immediately on being notified by the Purchaser of the occurrence of such defects.

**73.** A proto type certificate has to be produced by the manufacturer so that machine can be registered with the local transport authority at the tenderer's cost.

**74.** It is not compulsory for R.M.C. to enter in to the comprehensive operation and maintenance contract. Municipal Commissioner RAJKOT reserve all rights in this regards & which will bound to all tenderer & whose decision will be final and legally binding on all the tenderer.

**75.** An authenticated test certificate in confirmation to the specifications of the tender for which testing at site is not possible has to be produced by the tenderer.

Right to accept or Reject Tender: The right to accept the tender will rest with the RMC. The R.M.C, however, does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed condition is not fulfilled are liable to be rejected. In addition to the above, the tender will also be liable to be rejected outright if -

- The tenderer proposes any alterations in the works specified or in the time allowed for carrying out the work or any condition or correction made in any code or mode of schedule or specifications.
- Any of the page or pages of the tender is/are removed or replaced.
- All corrections, additions or pasted slips are not initialed by the tenderer.

**76. Procurement Requirement :**

The DIESEL OPERATED RIDE ON SWEEPING MACHINE to be procured is **12** Nos. However, actual number of procurement will be at the sole discretion of RMC.

**77. Procurement period (i.e. Delivery Period)**

The total procurement period is **90 working days** for DIESEL OPERATED RIDE ON SWEEPING MACHINE. Delivery period will commence from the date of receipt of RMC order. Other wise late delivery will be considered for such delay period.

#### **Delivery Schedule**

As per requirement RMC will give delivery schedule (if delivery required in staggered manner/delay) to the successful bidder. The price quoted as per Price Bid, will be valid for the entire procurement period, which will be binding to the supplier.

**Delivery location:** RAJKOT, Gujarat at site specified by SWM, RMC

**78. Payment Terms (For procurement part)****Payment Terms:****For Supply part:**

For Sweeping machine equipment (Rear Body)- 100% Payment will be made within 60 days after supply and handing over of all relevant documents like; TPI reports, Registration Book, Full Insurance, all taxes, RTO Formalities, Bills, etc at Office of the Environment Engineer, Solid Waste Management Branch, Dhebar Road, Rajkot Municipal Corporation, Rajkot-360001.

**For Operation and Maintenance contract :**

Every month 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 warranty period without any interest.

**79. Transit Insurance**

The Supplier is responsible for transit and all other insurances till the fully built Sweeping units are delivered at the RMC location.

**80. Taxes and duties**

Shall be included in the indicated price. Tenderer has to quote the one unit price, net including of all taxes, GST & duties etc. and Per Shift Per Machine Rate for O & M Separately for evaluation and finalization purpose, the total price will be taken in to consideration. Transportation, Packing, Forwarding, Insurance charges, third party inspection fee (01 % of total supply cost) are included in the indicated price. However any change in the GST, govt. statutory levies will be considered at actual for which contractor will have to submit necessary documentary proofs as required by department.

**81. Warranty Period**

Supplier shall warrant that the supply against faulty materials and workmanship for Entire sweeping system for a period of 12 months from the date of delivery of DIESEL OPERATED RIDE ON SWEEPING MACHINE to RMC.

**82. Inspection**

The bidder will have to make arrangement including lodging, boarding, Transportation for inspection of the DIESEL OPERATED RIDE ON SWEEPING MACHINE by Third Party along with RMC Official, before delivery, at factory site as required. Inspection of the DIESEL OPERATED RIDE ON SWEEPING MACHINE system will also be carried out at RAJKOT at delivery site specified by RMC. 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 seven days. No claim for the rejected material shall be entertained.

**83. Tender Evaluation for Lowest Bidder:**

The decision of lowest rate will be on the basis of sum of rates quoted for Supply part A and O & M work Part B for all 12 (Twelve) Machines.

**Total Cost A** =Net cost of each machine x 12 machines

- Cost of O & M work will be calculated on the basis of total 365 days working for 7 (SEVEN) years contract period with following formula:  
**Per Shift (8 Hours Rate of tenderer)**  
**Total Cost B = Per Shift Rate of tenderer x 365 days 7 (SEVEN) years x 12 machines**  
**COMBINE COST OF A + B =.....**  
*The tenderer whose total cost/Combine cost (A+B) (based on above formula) will be lowest will be considered as first lowest tenderer.*

**84. Forfeiture of Security money: -**

Security amount in full or part may be forfeited in the following cases:-

- When any terms and conditions of the contract is breached
- When tenderer fails to make complete supply, installation, commissioning and testing of the equipments/machineries satisfactorily.  
 The decision of the Municipal Commissioner, RMC in this regard shall be final.

**85. Force Majeure**

Notwithstanding the provisions of tender, the Supplier 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 Supplier and not involving the Supplier'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 Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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.

**Contractor's Sign**  
**With seal**

**Environment Engineer**  
**Rajkot Municipal Corporation**

**CHAPTER - 5**  
**SPECIAL CONDITIONS OF CONTRACT**

1. Quoted price should be inclusive of all taxes and duties like GST, To & Fro, Transportation charges, Transits Insurance, Third party insurance, Third party inspection Fee (1% of supply cost), Entry Taxes, other applicable levies, RTO passing charges and F.O.R. at RAJKOT MUNICIPAL CORPORATION, SWM Store, RAJKOT.
2. After satisfactory inspection & testing of sweeping machines, done by RMC's Engineers and third party inspection agency at your works, successful tenderer should be responsible for supply & delivery of machines from works to Rajkot Municipal Corporation, Rajkot, Gujarat at his risk and expenses like e.g. temporary R.T.O. passing, transportation, drivers, diesel, Road insurance for R.T.O. Registration etc.
3. R.T.O. registration of vehicle will be done by tenderer. Successful bidder must provide all necessary documents required for R.T.O. registration at Rajkot. All the procedure for the registration with the RTO, RAJKOT should be done by tenderer, wherever sign & seal required of Municipal Corporation of Rajkot will be done by authorized person of R.M.C.
4. R.T.O. Road tax will exempted for Rajkot Municipal Corporation Vehicle.
5. On failure of L1 for approval of sample/execution of order, the L2 shall be invited for negotiation if required.
6. Rajkot Municipal Corporation Vehicle Tax will be exempted.
7. **In technical bid, contractor must submit either ARAI certificate of vehicle or the certificate from R.T.O. Rajkot that to be supplied vehicle can be passed as per R.T.O. norms.**

**Contractor's Sign**  
**With seal**

**Environment Engineer**  
**Rajkot Municipal Corporation**



**CHAPTER -6**  
**TECHNICAL SPECIFICATIONS**

**TECHNICAL SPECIFICATIONS OF DIESEL OPERATED RIDE ON SWEEPING MACHINE**

1.	Diesel operated ride-on heavy duty compact road sweeping machine with rear wheel drive. Sweeping with main broom and one side broom fully hydraulic function.
2.	Sweeping system should be in forward with front hopper
3.	Body: All steel/alloy/other high tensile material welded and powder coated/suitable PU paints with proper anti rust treatment.
4.	Shape: Well curved bumper profile which avoids corners hitting.
5.	Tyre: Pneumatic or ARAI approved
6.	Steering: Hydraulic power steering direct, cylinder actuated rear axle virtually no maintenance

SR. NO.	DESCRIPTION	SPECIFICATION
7.0	<b>Engine:</b>	
7.1	Make	Indian made or Imported
7.2	No. of Cylinder	Minimum 3 cylinder
7.3	Rated Power	38 H.P.Minimum
7.4	Emission	BS-iv (BS four)
7.5	Fuel tank capacity	30 liters minimum
8.0	<b>Hoppers Specification:</b>	
8.1	Hopper capacity	Minimum 600 liters
8.2	Dumping Height	Minimum 1400 mm
8.3	Lift Capacity	Minimum 1400 mm
8.4	Addition Features	Hopper should be completely closed with RTR (Rotary Trace Relocator) features and should have Debris Compact system(DCS)
8.5	Dumping System	Hydraulic dumping
8.6	Loading capacity	Minimum 600 kg.
9.0	<b>Filter Specification:</b>	
9.1	Dual flat panel filters with vibrator motors/Pulse jet cleaning system	
9.2	Washable media with excellent permeability	
9.3	Filter frame should be made of leak proof.	
9.4	Filter area should be 11 Sq.mt. minimum	
10.0	<b>Hydraulic system Specification:</b>	
10.1	Hydraulic tank	Minimum 35 litres
11.0	Driver seat	Adjustable seat with foldable arm rests & safety belt
12.0	Steering	Tilt type steering column/Hydraulic power steering
13.0	Filter cleaning	Automatic filter shaking function/ Pulse jet cleaning system
14.0	3-Speed selector for idle/Normal Sweep/Power Sweep	
15.0	Elevated seat for excellent visibility in front of machine	
16.0	All weather cabin with front glass	

SR. NO.	DESCRIPTION	SPECIFICATION
17.0	Rear view mirror, Reverse horn, Head lamps and tail lamps should be provided as standard accessories for operator convenience and safety.	
18.0	Main broom length/dia.	Minimum 1200/325 mm
19.0	1 side broom dia.	Minimum 650 mm
20.0	Over all Dimensions: Length without side broom Width without side broom Height (up to canopy)	2600 mm minimum 1550 mm minimum 2300 mm minimum

### **PAINTING**

The compacting unit shall be painted with anti- corrosive primer before painting with two coats of automotive paint of ISI approve make. All necessary indicative labels shall be pasted on for easy operation.

**In technical bid, contractor must submit either ARAI certificate of vehicle or the certificate from R.T.O. Rajkot that to be supplied vehicle can be passed as per R.T.O. norms.**

**Contractor's Sign  
With seal**

**Environment Engineer  
Rajkot Municipal Corporation**

**CHAPTER – 7****DATA SHEET****IT IS MANDATORY TO FILL ALL THE DATA SHEETS BY E-TENDERER****:: QUALIFICATION DATA SHEET ::**

S.No	Details	Action	Reply
1	Whether tendering firm/company is duly registered?	Say Yes/No Name of the registering authority.(attach certificate)	
2	Whether the tenderer is the Manufacturer of the Machines/Equipment proposed to be supplied or is he the Authorised dealer/Distributor of the manufacturer?	Manufacturer <ul style="list-style-type: none"> <li>• Authorised dealer.</li> <li>• Distributor</li> </ul> (Attach certificates)	
3	Details of Machines /Equipment (as mentioned in the tender) supplied in the preceding five years	Say Yes / No.  Attach separate sheet giving details	
4	Attach performance certificates from the past purchasers together with attested copies of purchaser order received from those clients as mentioned in the qualification criteria.	Say Yes / No. Attach Certificate	
5	Whether the Vehicles to be supplied by the tenderer have been duly certified by Central Road Transport Institute, Pune?	Say Yes / No. Attach Certificate	
6	Whether the tenderer or his authorized dealer have been black listed by any civic authority/department	Say Yes / No. Submit non-black listing bond on Rs.100/- Non-judicial stamp paper duly Notarized	

**Sign of e-Tenderer.**


**:: 3. DETAILS OF SUPPLIER TENDERER DATA SHEET ::**

1	a	Name of Tenderer	
	b	Address of the office(s) and Factory	
	c	Date of incorporation and/or commencement of business	
2		Brief description of the Tenderer's main lines of business	
3		Details of individual(s) who will serve as the point of contact / communication for <b>RMC</b> with the tenderer	
	a	Name	
	b	Designation	
	c	Company / firm	
	d	Address	
	e	Telephone number	
	f	e-mail address	
	g	Fax number	
	h	Mobile number	
	4		Name, Designation, Address and Phone Numbers of authorized signatory of the tenderer.
a		Name	
b		Designation	
c		Company / firm	
d		Address	
e		Telephone number	
f		e-mail address	
g		Fax number	
h		Mobile number	

**Sign of e-Tenderer.**



**:: DETAILS FOR VENDOR REGISTRATION ::**

Address :	
	<b>RAJKOT MUNICIPAL CORPORATON</b> <b>ACCOUNTS DEPARTMENT</b> Room No 4, 2 <sup>nd</sup> Floor Dr. Ambedkar Bhavan, Dhebar Road Rajkot – 360001

## PARTY/VENDOR REGISTRATION FORM

VENDOR CODE : (TO BE FILLED BY R.M.C.)

Party Name :
Authorized Person :
Pan Card No. :
GST No. :
Address :
City :
Phone No. :
Mobile No. :
e-Mail ID :
Website :
Area of work :
Bank Details (attach copy of cancelled cheque)
Bank Name :
Branch Name :
MICR Code : IFSC Code :
Account Type :
Account No :

- 1) Any vendor while filling a tender shall quote registration details; if he is not registered ,he will give fresh details along with tender.
- 2) Accounts branch will designate a person who will keep the forms and also authorize new registration.

Signature and seal of Bidder \_\_\_\_\_

## **CHAPTER - 8** **O & M CONTRACT**

### **SCOPE OF WORK for O & M WORK**

The scope of work is Procurement of DIESEL OPERATED RIDE ON SWEEPING MACHINE for MSW activity related work including Operation & Maintenance of supplied machines for the period of **7 (SEVEN) years** (procurement under SBM) as per specification and conditions mentioned in the tender document. The contractor shall have to commence the O & M work within 15 Days from the date of order .The O & M Contract will be for a period of **7 (SEVEN) years** from the date of work order 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 carry out following works/to render the services as described below under comprehensive Operation and Maintenance contract:

Successful bidder will be required to start the services of road sweeping machines supplied by them duly RTO registered and comprehensive insurance drawn. It is expected that the machine operation shall start from 15 Days from the placement of firm order.

#### **(A) OPERATION:**

- i) 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 of the machine on each machine per shift (8) hours on all the 365 days of the calendar year.
- ii) During operation of each sweeping machine, when hopper is filled with dust, contractor has to provide tipper or any other vehicle of a minimum 3cum capacity with every two sweeping machines, which can unload dust from the hopper of machine and that vehicle will dispose the dust at site suggested by R.M.C. officials. Contractor will have to purchase or rent the required number of machines as prescribed in this tender. Contractor will have to arrange the availability of the vehicle, the diesel and driver for tipper/vehicle at his own cost. Contractor will have to quote per shift per machine rate with extra vehicle as mentioned in **Schedule B**.
- iii) Planning of rendering the services shall be based on 8 hours operational shift. However based on department requirement contractor has to provide machine for extra shifts.
- iv) During situations such as visits of VIPs successful bidder will be require to render operational service even on National holidays. No extra payment would be payable to the contractor for rendering operational services on these events which is required to be noted by the successful bidder.
- v) 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 only. Necessary documents shall be submitted by contractor.
- vi) To maintain the disciplined and efficient services, it would be necessary to appoint supervisors in addition to operators and provide them uniforms, safety gears & mobile facilities.

- vii) As far as parking arrangement of the machines are concerned, the parking place shall be made available by RMC.
- viii) A successful bidder shall maintain log sheet to enter the information about the day to day works allotted to them by the representative of their concerned Environment Engineer.
- ix) For any default of service performance a penalty of amount equivalent or not more than to the O&M cost of the specific machine and the length of the default area (at the rate accepted by RMC) 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.
- x) This task shall consist of cleaning the Main Carriageway/Service Roads/Flyovers/Cycle Paths or other areas as identified by RMC officials by mechanical road sweepers of required technical specifications of the identified stretch of roads
- xi) The work will be divided into two primary work classifications,i.e.,regular scheduled facilities which will be swept on regular basis and request- facilities (on-call basis or emergency calls) which will be swept as needed (i.e. Key events or natural calamities like storm, cyclone etc.).
- xii) **Deployment of Tipper/Other Transport Vehicle for transport of debris:**
  - a) The contractor shall deploy tipper/other suitable vehicle of minimum 3 Cubic Meter Capacity for the collection and transportation of debris collected by mini-sweepers .
  - b) The rates quoted shall be inclusive of the expenses of operation of such tippers/vehicles inclusive of manpower, diesel and maintenance.
  - c) For every two mini sweepers a minimum of one tipper/collection vehicle shall be deployed.
- xiii) Disposal of the municipal solid waste collected to be done at locations as prescribed by RMC officials.
- xiv) The work shall be performed at least once a day or as schedule fixed by RMC at the signing of the agreement.
- xv) An Implementation Period of maximum 15days from the date of signing of the O&M Contract shall be provided to the selected operator. The selected operator within such period shall deploy all the project requisites such as new mechanical road sweepers of required specifications and standards including requisite man power.
- xvi) The Operator shall also be responsible for cleaning of all bellmouth(s)and gully grating(s) [irrespective of their number(s) [in its jurisdiction]], to ensure smooth flow of storm water during rains or otherwise.



- x) As a disciplinary measure, following penalties would be levy able so that the defaults are not recurred.

**(B) Comprehensive Maintenance:**

The precise and regular timely maintenance plays the key role in keeping the machines in the operative status at all the times and as such these activities are to be shouldered by the successful bidder as described below;

- 1) As regards servicing routine and scheduled maintenance of the each machine, the same shall be carried out by the successful bidder through their maintenance staff preferably on Sundays in rotation/or as per SWM, RMC instruction.
- 2) They shall arrange for the laborers at their level and at their cost.
- 3) They shall arrange for all the consumables, oil and spare components at their level and at their own cost. **Diesel will be provided for sweeping machine by RMC.** The tentative schedule of their preventive and schedule maintenance which successful bidder will be required to carry out as per as manufacturer's recommendations and in consultation with SWM Department, RMC, RAJKOT.
- 4) As regards break down and accidental maintenance of the each machine, the same shall be carried out by the successful bidder through their field maintenance staff as well as in house staff as and when required.

**Responsibilities of the successful bidder will remain as below:**

- (a) They shall arrange for all the laborers at their level and at their own cost.
- (b) They shall utilize their workshop facilities either owner or rent basis at their own cost.
- (c) They shall arrange for all the consumables, oil and spare components at their level.
- (d) In case of accident of the machine, major break downs would be inevitable. The machine shall be repaired and put back into operation by the successful bidder utilizing their manpower and workshop facilities at their own cost. They shall arrange for all the consumables, oil and spare components at their level of whole machine.

**Performance Security Deposit for O & M Work :**

On award of contract, the successful bidder will have to produce an F.D.R. of any Scheduled or Nationalized Bank of 5 % of the O & M cost of the work, towards the security deposit, in favour of Rajkot Municipal Corporation, must be submitted in the S.W.M. Branch. An agreement deed in favour of Rajkot Municipal Corporation on the Stamp Paper of 4.90% of FDR amount must be submitted and if the contractor fails to submit the an agreement deed in the stipulated time limit, the E.M.D. for this contract will be forfeited and the contractor will be black listed for this work of RMC. This will be returned only after successful completion of warranty period.

**The separate operation and maintenance agreement will be signed after the award of contract which shall remain valid for 7 (SEVEN) years only.**

Contractor has to follow all rules and regulations applicable to rendering of such services including Factory Act (if required), therefore, all statutory provisions, rules, regulations shall be Observed including, provision of Environmental Quality Act, Government of India.

The repairs & maintenance shall be carried out, as per the practice prescribed by manufacturer. The machinery provided shall be the proven one & all products shall be of well-established manufacturer.

The Contactor shall ensure that his personnel report work every day at designated time and continue working throughout the day as per requirement.

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 RAJKOT 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.

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 equipments as per the unit/equipment manufacturer's guideline and this will be verified by the R.M.C. officials at any time for smooth and uninterrupted working of sweeping machines.

It is unlawful for the contractor to dump or dispose of solid waste garbage or recyclables collected during power sweeping operation upon any street, alley or other publicly owned property unless expressly authorized by the corporation for special collection programs.

Contractor has to submit daily/weekly/monthly report of their work to the SWM Department, RMC.

The Contractor will ensure that the waste materials stored in the close containers vehicles are not dumped/emptied at any place other than the one specified by the RMC. Disposal of waste in any other area will be termed as Deficiency of Service and RMC reserves the rights to charge penalty as well as terminate the Contract for Deficiency of Service.

#### **WASHING OF VEHICLE**

The tenderer shall make arrangements for washing of all the vehicles and equipments at least once a week.

#### **TOOLS & TACKLES**

The successful tenderer shall provide all the required tools and tackles for the operation and maintenance of the equipments and vehicles to their staff. Solid Waste Management department time and again during contract period will verify this.

#### **OTHERS**

Communication system/equipments including GPS system shall be provided by contractor as per the requirements of RMC so as to have effective communication between contractor and various controlling and monitoring authorities. A public address system shall also be provided to enable the machine operator to guide the public as and when required during working at the site in the event of any emergency, mishap etc

In order to maintain high standard of public image, the successful tenderer shall fix a schedule for cleanliness and maintenance of the equipments.

The tenderer/contractor shall keep the vehicles in perfect working condition to the satisfaction of SWM Department, RMC.

The Contractor has to arrange for O & M of machines outside of RAJKOT city as and when required by RMC.

**Service station/Workshop Facility:**

Contractor shall operate and maintain service station/workshop (Own/Rented) for cleaning and washing of vehicles, along with its maintenance.

**OPERATION AND MAINTENANCE INCLUDING VEHICLES AND EQUIPMENT/  
MACHINARIES:**

The contractor shall be responsible for smooth and satisfactory operation and maintenance of the DIESEL OPERATED RIDE ON SWEEPING MACHINE for 365 days round the year for a period of 7 (SEVEN) years from the date of work start of DIESEL OPERATED RIDE ON SWEEPING MACHINE.

More specifically, the contractor shall be responsible for the following: -

1. The contractor shall prepare and implement an effective operation and maintenance programme in consultation with Solid Waste Management Department, RMC. RMC will not provide any skilled or unskilled work force, machinery or equipment other than that specified in the TENDER. It is absolute responsibility of contractor to look after all sorts of maintenance whether preventive or breakdown.
2. 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 SWM Department.
3. The contractor shall be responsible for keeping up-to-date record of documents of all the vehicles put in use as per format given by RMC. The contractor shall maintain and update logbook, in which details of operational parameters are recorded in every shift and at regular interval or as decided mutually.
4. The Contractor shall maintain separate checklist register for daily, weekly, fortnightly, monthly, quarter yearly, half yearly and yearly activities. Also during checking if any abnormalities found it must be brought to the notice of RMC officer in charge and rectified by the contractor.
5. 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, machinery as per manufacturer's specification and maintaining the record of the same. Maintenance of all vehicles will be supervised by SWM department of RMC. Contractor has to carry out all the related work under intimation and supervision of them.
6. The contractor shall have to issue identity cards with photographs, uniform to all the staff employed for Operation and maintenance including transportation.

It will be the responsibility of the successful tenderer to have insurance coverage of all vehicles along with their operating staff at their cost. They are requested to note that there will not be any reimbursement in this regard by RMC. In case any mishap/accident occurs 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 for reimbursing the same from RMC. However, they shall be liable to receive all the payments received by RMC against the settlement of insurance claims from the Insurance Institutions. RMC 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.

**PROVISION OF GPS MECHANISM**

Contractor shall provide GPS (Vehicle tracking system) mechanism at his cost in each vehicle as well as at control room location with required network (Hardware & Software) facility and have to provide necessary data as per requirements of RMC during the contract period.

**IMPORTANT NOTE:**

The Contractor shall not reassign the work under the contract to any other party without prior written approval of the corporation

The contractor shall employ all required staff including Supervisors, technical experts, skilled and unskilled labors, drivers, etc. required for such services.

Contractor shall comply with all safety rules and regulations and all inter disciplinary measures as followed by the RMC.

The RMC 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 RMC 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 RMC should not be damaged. In such case any dispute/discrepancy occurs the decision of Dy. Municipal Commissioner (Workshop / SWM) will be final and will be binding to the contractor. Also if any expense is required to be made on this account by RMC, 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 shall be strictly followed and observed by the contractor without any extra cost to the RMC.

The duration of the contract shall be for 7 (SEVEN) years from the date of commissioning of DIESEL OPERATED RIDE ON SWEEPING MACHINES. However RMC reserves the right to terminate the contract at any time by giving 02 months (60 days) notice to the contractor.

All these works shall be done as per standard practices and by following SWM rules 2016, labour, factory, electrical, GPCB, and all other old and new law and order, Indian standards etc. as applied by Local, State and Central Govt. of India.

At the end of O & M contract period, contractor shall hand over the DIESEL OPERATED RIDE ON SWEEPING MACHINES in satisfactory working conditions acceptable to Municipal Commissioner &/or Solid Waste Management Department/their authorized representative. Otherwise penalty equivalent to the cost of repairs will be imposed by RMC at the discretion of Municipal Commissioner & shall be binding to the contractor.

**PAINTING:**

This work is also inclusive of painting of vehicles etc at the regular interval of two year in normal case and as and when required in accidental/repairing situation. The SWM 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 SWM Engineer.

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. Necessary documents shall be submitted by contractor.

Successful bidder will have to follow all the provisions of, Labor laws, P.F. Act, E.S.I. Act, Minimum Wages 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 (if required), wages Payment Act 1936, Bonus Act 1965, Employees Provident Fund & Miscellaneous Provisions Act 1952 & other Industrial & Labour Laws with latest amendments related to this Operation & Maintenance Work & will have to inform accordingly to the Department. 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 RMC 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 RMC may designate or also engage another contractor to carry out the work. In such cases, the RMC 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 RMC. It should be specifically noted that wherever bank guarantee is required to be submitted, it should be from Nationalized Banks/scheduled bank only.

#### **CONTRACT PERIOD**

The successful tenderer on award of contract shall have to commence the O & M work within 15 days from the date of order.

The Contract will be for a period of **7 (SEVEN)** years from the date of execution of O & M work subject to annual renewal as under. The same can be extended for a further period of **3 (Three)** years by the corporation and on the terms and conditions mutually agreed upon in writing.

#### **CONTRACT PRICE**

For O & M Contract Price will be as per the bid in the Price Bid and will be inclusive of all expenses necessary for the continuance of the supply and O & M services under the contract. Such expenses shall include but not restricted to payments to RTA, Labour Authorities, Local and Municipal Authorities, Semi Govt., or any charges, deposits, dues, taxes, oil, lubricants, levies, toll taxes, GST (If Applicable), 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 (If Applicable) and other terminal or central taxes/duties etc. as may be applicable.

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.

For O & M Contract, Price Escalation will be given at the rate of 2% of sanctioned rate after every 12 months. The details are as under.

SR. NO	YEAR	PRICE ESCALATION
01	Year – 1	Approved Rate in Tender
02	Year – 2	02% on Approved Rate
03	Year – 3	04% on Approved Rate
04	Year – 4	06% on Approved Rate
05	Year – 5	08% on Approved Rate
06	Year – 6	10% on Approved Rate
07	Year – 7	12% on Approved Rate
08	Year – 8 (If Extend)	14% on Approved Rate
09	Year – 9 (If Extend)	16% on Approved Rate
10	Year – 10 (If Extend)	18% on Approved Rate

### **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 adequate supervisors to ensure that services are rendered effectively. They must be available on site during the working hours.

The supervisors 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 commissioner. 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. 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 indisciplined, 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 of the contractor must be in possession of a valid professional driving license.

### **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 RMC. 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 RMC for any overtime work done by his staff to complete the task and for maintaining the cleanliness at various locations.

### **PENALTY:**

The contractor shall be liable to 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.

Penalty shall be imposed on the contractor for delay in work or for non-maintenance of vehicles, also

- All minor repairing & preventive maintenance shall be carried out within 24 Hrs. otherwise penalty will be imposed as per penalty shown in penalty table, 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 otherwise penalty will be imposed as per penalty shown in penalty table, which will be deducted from the monthly bill of the contractor.
- **Minor work:** Routine service, Hose replacement, electrical work, normal fabrication/body work, external leakages (oil/water/diesel), mechanical/hydraulic settings, transmission job, brake/ steering job, brush repairing/replacement, etc., fan belts replacement, motor servicing, filter cleaning/replacement, electrical fault etc. for sweeping unit. Minor engine related work. These shall be carried out at site or at RMC's parking place RMC, as per requirement.

**Major work:** Structural damages, Main suction mechanism job, Control panel repairing &/or replacement, Vacuum mechanism, Engine o/h related work, blower related major work, center brush related work etc.

Other than above repair job (for minor/major), it will be decided by SWM department based on the job and will be binding to contractor.

- The contractor shall be required to take full insurance for all the machines etc during the contract period. It will be the responsibility of the successful tenderer to have insurance coverage of their operating staff also. There will not be any reimbursement in this regard by RMC. If any mishap/accident occurs 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 machines without raising any extra bills/claim against the same for reimbursing the same from RMC. However, they shall be liable to receive all the payments received by RMC against the settlement of insurance claims from the Insurance Institutions. RMC 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.

Sr.	Type of default	Penalty to be impost
1	If sweeping is not done properly (i.e. machine does not work properly) on road.	Entire shift work will be deducted for such event.
2	In case the contractor fails to paint the DIESEL OPERATED RIDE ON SWEEPING MACHINES vehicle at every 24 months	RS.100/- per vehicle per day till the same are painted.
3	The DIESEL OPERATED RIDE ON SWEEPING MACHINES vehicle shall be exclusively used for RMC only. Any deviation from this shall attract penalty	Rs. 1000/- for first such incidence and then after Rs. 5000/- for such incidence.
4	Non use of mobile by any of Supervisor/Manager &/Or Operator.	Rs. 50/- for each of such event.
5	Not keeping valid driving license-	Rs. 200/- for each such event.
6	If any of the contractor's staff at the Machine is found to be working without the prescribed safety gear, uniform etc.	Rs. 25/- per person for that shift/event.
7	If contractor fails to provide the driver as per the requirement of RMC	Rs. 500/- per person for that shift/event.
8	If the supervisor is not found on the work during the prescribed working hours	Rs. 500/- per such incidence
10	If GPS system is found not working	Rs. 100/- per day till it starts functioning.
11	If the minor and major repairing work is not carried out as per the schedule given in tender	Rs. 500/- per such vehicle per day.
12	If contractor fails to provide tractor/vehicles with sweeping machine.	Rs. 500/- per such vehicle per day.
13	If driver of tiper/vehicle is found dumping the dust at site other then suggested site by R.M.C.	Rs. 500/- per such vehicle per day



The penalty will be deducted from the monthly bill of the contractor. Further in above circumstances RMC will be at liberty to use vehicles by an alternate arrangement and during such circumstances if any damage occurs to the sweeping machines, same also must be set right by the contractor for which no extra payment / claim will be reimbursed to the contractor by RMC. This shall be binding on the contractor.

#### **ACCIDENT / DAMAGES / CLAIMS / LIABILITIES**

In the event of any accident/damage to third party by any of the vehicle 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 RMC. This includes any third party claims.

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 RMC under the Contract.

#### **INDEMNIFICATION**

The Contractor shall bear responsibility for loss of or damage to the property, suffered by RMC, death or injury to person (or any claim against RMC 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 RMC 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 RMC in respect of, resulting from, related to or arising out of any matter for which the RMC 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.

#### **PAYMENTS FOR O & M AND TRANSPORTATION WORK**

The contractor shall raise monthly bills to the Solid Waste Management department for O & M 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 the Solid Waste Management department From time to time along with duly certified log dairy and certificates as mentioned in the performance point table given by respective department as mentioned there and work done certificate as per the format given by RMC.

**For O & M contract payment will be made only for those shifts/working for which work has been carried out by contractor on the basis of per shift/8hours, However extra hours will be on Pro-rata Basis rate quoted in tender.**

Contractor will be paid on a monthly basis subject to his producing satisfactory performance certificate for work carried out from department 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, etc from monthly payments being made to the Contractor.

Corporate Tax/any tax assessed on the income of the Contractor, GST (if any, if applicable) shall be the responsibility and payable 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.

### **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.

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. RMC shall not be liable to make any payments to the contractor for it being affected on account of Force Majeure except for the charges specified in Price Bid which shall be payable only for a duration of not more than 15 (Fifteen) days from the date Force Majeure is declared.

RMC reserves the right to terminate the contract if the Force Majeure continues for more than 15 (Fifteen) days at a stretch.

#### **TERMINATION OF CONTRACT**

The Contract shall stand terminated at the end of the Contract period unless extended by the corporation in writing.

Either Party can terminate the Contract by giving prior written Notice of at least 60 days.

#### **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.

The Contractor shall be paid at the contract rates full amount of works executed.

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.

#### **GENERAL CONDITIONS OF CONTRACT FOR O&M**

All financial arrangement for commissioning of this project shall be arranged by the Contractor. RMC 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 supervisors/cleaners deployed by the contractor. 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 EMPLOYEER, for any failure of the Contractor to honors various State Laws/Enactments/Contract Labor (R&A) Act 1970 (C)/Minimum wages Act/Bonus Act/EPF & MP Act etc.The successful Contractor shall have to enter in to an Agreement with RAJKOT Municipal Corporation.This is subject to the jurisdiction of the competent court of RAJKOT only.

**Contractor's Sign  
With seal**

**Environment Engineer  
Rajkot Municipal Corporation**

## **Details of Tenderer**

### **Details of O & M contractor (submit details of all members of consortium/JV partners)**

**1.** (a) Name of firm:

(b) Address of the office(s)

(c) Date of incorporation and/or commencement of business

**2.** Brief description of the Supplier's main lines of business.

**3.** Details of individual(s) who will serve as the point of contact / communication for RMC with the Supplier/contractor:

(a) Name:

(b) Designation:

(c) Company/Firm:

(d) Address:

(e) Telephone number:

(f) E-mail address:

(g) Fax number:

(h) Mobile number:

**4.** Name, Designation, Address and Phone Numbers of Authorized Signatory of the Supplier

(a) Name:

(b) Designation:

(c) Company/Firm:

(d) Address:

(e) Telephone number:

(f) E-mail address:

(g) Fax number:

(h) Mobile number:

**5. Details of Principal Manufacturer/supplier**

(a) Name:

(b) Designation:

(c) Company/Firm:

(d) Address:

(e) Telephone number:

(f) E-mail address:

(g) Fax number

**6. Details of the equipment supplied as per Clause 1.0, Appendix 1**

- Specification
- Pictures
- Brief description
- Delivery Schedule

## Rajkot Municipal Corporation

**SCHEDULE OF PRICE (A)**

(A) e-Price Schedule for SUPPLY, DELIVERY OF DIESEL OPERATED RIDE SWEEPING MACHINE AS PER TECHNICAL SPECIFICATIONS & TERMS.

Sr. No.	Description of Item	Quantity in No.	Quoted Price (In Rupees) Per Unit
1	<p><b>SUPPLY, DELIVERY OF DIESEL OPERATED RIDE SWEEPING MACHINE AS PER TECHNICAL SPECIFICATIONS &amp; TERMS.</b></p> <p>Quoted price should be inclusive of all taxes and duties like GST, To &amp; Fro, Transportation charges, Transits Insurance, entry taxes, other applicable levies, third party insurance, TPI fee, RTO passing charges and F.O.R. at SWM Store RAJKOT MUNICIPAL CORPORATION, RAJKOT.</p>	12 Nos.	Price to be Quoted Online

Sign of e-Tenderer

**SCHEDULE OF PRICE (B)**

(B). e-price schedule of Comprehensive Operation & Maintenance contract of DIESEL OPERATED RIDE SWEEPING MACHINE-12 NOS. as per specification, scope of work and conditions mentioned in the tender.

Sr. No.	Particulars	Qty.	Rate per shift of 8 Hrs. working per machine per day Rs
1	COMPREHENSIVE OPERATION CONTRACT FOR 7 (SEVEN) YEARS OF DIESEL OPERATED RIDE SWEEPING MACHINES-12 Nos. AS PER SPECIFICATION, SCOPE OF WORK AND CONDITIONS MENTIONED IN THE TENDER.	12 Nos.	<b>Price to be Quoted Online</b>

*The tenderer has to quote both rates for o& m work as mentioned in above table. Any missing quote will not be accepted.*

*The tenderer whose total cost/Combine cost (A+B) (based on formula) will be lowest will be considered as first lowest tenderer.*

***Please provide information on applicable fields.***

Yours faithfully,  
 For and on behalf of (Name of Supplier)  
 Duly signed by the Authorized Signatory of the Supplier  
 (Name, Title and Address of the Authorized Signatory)

**Sign of e-Tenderer**