

# VADODARA MUNICIPAL CORPORATION

## SOLID WASTE MANAGEMENT

e - Tender No. ....



### **Bid Documents For**

Supply, Delivery, Testing, Commissioning along with Comprehensive Operation and Maintenance Contract Of Self propelled (Ride On) Type Road Sweeping Machines for Municipal Solid Waste Management as per VMC tender specifications, scope of work & terms - conditions.

Information to tenderer	
1. Last Date for online submission of e – Tender	29/6/26
2. Physical submission of EMD, Tender fee and other documents.	01/07/2026
3. Opening of online Technical Bid	01/07/2026
4. Opening of Price Bid	Will be intimated to technically qualified bidders
5. Bid Validity	120 Days
6. Tender Fee	30,000/-
7. EMD	1,10,60,165/-

ISSUING OFFICE:

Head of The Department  
Solid Waste Management  
Vadodara Municipal Corporation  
Tambekar vada, old ward 13 office, Raopura,  
Vadodara - 390 001

**1.0 TENDER NOTICE**

1.	Tender No:	170 /26-27
2	Last date for Online tender submission and time	29/06/26
3	Date of Tender Opening (Technical bid)	01/07/2026
4	Name of the work	Supply, Delivery, Testing, Commissioning along with Comprehensive Operation and Maintenance Contract Of Self propelled (Ride On) Type Road Sweeping Machines for Municipal Solid Waste Management as per VMC tender specifications, scope of work & terms - conditions.
5	Tender fees (Non Refundable)	30000/- Rs. Tender Fee to be submitted in the form of D.D. / P.O. favour of Municipal Commissioner, Vadodara of any Nationalized Bank/Schedule bank/Banks mentioned in VMC circular and payable at Vadodara; To be submitted On Date 01/07/2026 up to 16.00 Hrs to the Office of Head of The Department, Solid Waste Management, Vadodara Municipal Corporation, Tambekar vada,old ward 13 office,Raopura, Vadodara - 390001
6	E.M.D.	1,10,60,165/- Rs. EMD to be submitted in the form of D.D. / P.O. / BG. in favour of Municipal Commissioner, Vadodara of any Bank mentioned in VMC circular and payable at Vadodara; on Date 01/07/2026 up to 16.00 Hrs to the Office of Head of The Department, Solid Waste Management, Vadodara Municipal Corporation, Solid Waste Management, Vadodara Municipal Corporation, Tambekar vada,old ward 13 office,Raopura, Vadodara - 390001
7	Time Limit For Supply	As per tender documents.
8	General Condition	As per tender documents.
9	Contract Duration	10 (Ten) + 2 (Two) Years
10	Performance Security Deposit	As per tender documents.
11	Mode of Sending Tender Fee, EMD etc. Relevant Documents	By Registered A.D. or Speed Post / Courier addressed to, Office of Head of The Department, Solid Waste Management, Vadodara Municipal Corporation, Solid Waste Management, Vadodara Municipal Corporation, Tambekar vada,old ward 13 office,Raopura, Vadodara - 390001

**Contractor 's Sign With seal**

**Head of The Department  
SOLID WASTE MANAGEMENT.  
VADODARA MUNICIPAL CORPORATION**

## TENDER NOTICE

1. Supply, Delivery, Testing, Commissioning along with Comprehensive Operation and Maintenance Contract Of Self propelled (Ride On) Type Road Sweeping Machines for Municipal Solid Waste Management as per VMC tender specifications, scope of work & terms - conditions.
2. The Municipal Commissioner, Vadodara Municipal Corporation, invites detailed bid from interested parties for the Supply, Delivery, Testing, Commissioning along with Comprehensive Operation and Maintenance Contract Of Self propelled (Ride On) Type Road Sweeping Machines for Municipal Solid Waste Management as per VMC tender specifications, scope of work & terms - conditions.
3. Sealed tenders, for the above work are invited from the bidders. The bidders shall be a single entity / JV / MOU / Consortium / association etc., bidding for the Project. Detailed PQ criteria are mentioned in tender. All necessary documentary evidence shall be submitted along with the tender.

### GENERAL DETAILS OF WORKS

**Name of work:** Supply, Delivery, Testing, Commissioning along with Comprehensive Operation and Maintenance Contract Of Self propelled (Ride On) Type Road Sweeping Machines for Municipal Solid Waste Management as per VMC tender specifications, scope of work & terms - conditions.

Tender Fee (Non-refundable) and EMD :-

Sr. No.	Name Of Tender	Tender No.	Qty.	Tender Fee Rs.	EMD Rs.
1	Supply, Delivery, Testing, Commissioning along with Comprehensive Operation and Maintenance Contract Of Self propelled (Ride On) Type Road Sweeping Machines mentioned in tender at (Part A) for Municipal Solid Waste Management as per VMC tender specifications, scope of work & terms - conditions.	170/26-27	12	30,000/-	1,10,60,165/-

Last date of submission of online bid 29/06/26 **up to 18.00 Hrs.** through E tendering only,

**Address for submission of the Tender fee, EMD and supporting tender documents (if any):**

Head of The Department,  
Solid Waste Management,  
Vadodara municipal corporation,  
Tambekar vada, old ward 13 office, Raopura, Vadodara – 390001

**Bid (Technical) Opening Date ..... Download Of Tender Document**

The tender document for these work are available on website

[www.Vadodaracity.gov.in](http://www.Vadodaracity.gov.in) or <https://vmc.nprocure.com> or  
[www.tender.nprocure.com](http://www.tender.nprocure.com)

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

#### **EARNEST MONEY DEPOSIT**

The aforesaid BID must be accompanied by the Earnest Money Deposit as specified in 'General Details of Work' section above. The Bid Security shall be in form of a crossed demand draft / pay orders in favour of **"The Municipal Commissioner; Vadodara Municipal Corporation** of any Bank as mentioned in VMC circular and payable at Vadodara

#### **SUBMISSION OF TENDER**

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

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

## OPENING OF TENDER

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

- Tender Fee Separate for each tender part as mentioned in tender for Part A to C in the form of Demand Draft/ Pay Order from any Bank as mentioned in VMC circular in favour of Municipal Commissioner, Vadodara, payable at Vadodara, which shall be non refundable. The fees shall be paid on 01/07/26 **up to 16.00 Hrs** to the Office of Head of The Department, Solid Waste Management, and VMC. Vadodara.
- The tenders are uploaded on VMC's website [www.vadodaracity.gov.in](http://www.vadodaracity.gov.in) or <https://vmc.nprocure.com> or [www.tender.nprocure.com](http://www.tender.nprocure.com)
- Interested Bidders fulfilling the qualifying criteria shall fill online tender on <https://vmc.nprocure.com> or [www.tender.nprocure.com](http://www.tender.nprocure.com) up to 29/06/26- **up to 18.00 Hrs**, tender fees as mentioned above shall be paid by the bidder on 01/07/26 **.- up to 16.00 Hrs** to Office of Head of The Department, Solid Waste Management, VMC. Vadodara.
- All bids must be accompanied by Bid Security of the amount specified for the Works in the above Table payable at Vadodara and drawn in favour of Vadodara Municipal Corporation, Vadodara. Bid Security will have to be in any one of the forms as specified in the tender documents.
- All Relevant supporting Documents of Bids must be delivered to Office of Head of The Department, Solid Waste Management, Tambekar vada, old ward 13 office, Raopura Vadodara Municipal Corporation Vadodara - 390001 on 01/07/2026 up to 16.00 Hrs.
- **Information for online participation**

Internet site address for e-Tendering activities will be <https://vmc.nprocure.com> [www.tender.nprocure.com](http://www.tender.nprocure.com)

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

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

Bidders who wish to participate in this tender need to procure Digital Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact (n) code Solution at below mentioned

address and they will assist them in procuring the same. Bidders who already have a valid Digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact

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

**E-Mail: URL: <https://vmc.nprocure.com>.**

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

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

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

#### **GENERAL INSTRUCTIONS**

1. The cost of Bid document i.e. tender fees will not be refunded under any circumstances.
2. EMD in the form specified in Bid document only shall be accepted.
3. The offer shall be valid for 120 days from the date of opening of Technical Bid.
4. Tender offers without tender fees, Earnest Money Deposit (EMD) and which do not fulfil all or any of the condition or submitted incomplete in any respect will be rejected.
5. Conditional tender shall not be accepted. Municipal Commissioner, Vadodara reserves the right to accept or reject such tenders without assigning any reason thereof.
6. Tenderers should carefully fill in the rates against the items mentioned in the schedule and scrutinize them before submitting the tender. Any variation in rates etc. will not be allowed on any ground such as mistake or misunderstanding etc. after the tender has been recommended or accepted.
7. The tenderers shall have to necessarily quote the rate for supply, services &/or work asked for in the tender and in E price bid only.
8. Tenderers shall have his registered office with telephone. Tenderer having experience in similar works and good track record shall be given preference while considering the tenders. Tenderers shall furnish the date on which the firm was established, the names of all the partners constituting the firm with their residential addresses and experience in similar works. Tenderers having telephones at the residence of the proprietor shall state the same in the tender.
9. Municipal Commissioner decision will be final and abiding to all for accepting or rejecting and any interpretation of terms of the tender.

10. In case the tenderers will try to do any type of corrupt procedure like writing letters / e-mails /phone calls / Personal visits to the officers of the Municipal Corporation or any one after prize bid open will be liable for punishment procedure
11. As per the Bombay Stamp Rules Act 1958, Appendix 1, Article 5, the successful bidder shall enter in to an Agreement with the Corporation on Rs. 300 Stamp Paper / Value as per new norms.
12. 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.
13. If required tenderer may visit at our Municipal Solid Waste Management & Zonal SWM Dept. for general idea of working and requirements of Road Sweeping Machines with prior appointment.

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

**Contractor 's Sign With seal**

**Head of The Department  
SOLID WASTE MANAGEMENT.  
VADODARA MUNICIPAL CORPORATION**

## INSTRUCTIONS TO SUPPLIERS

- 1.0 **Vadodara Municipal Corporation** invites tender for Supply, Delivery, Testing, Commissioning along with Comprehensive Operation and Maintenance Contract Of Self propelled (Ride On) Type Road Sweeping Machines for Municipal Solid Waste Management as per VMC tender specifications, scope of work & terms - conditions.
- 2.0 The requirement of Supply, Delivery, Testing, Commissioning along with Comprehensive Operation and Maintenance Contract Of Self propelled (Ride On) Type Road Sweeping Machines for Municipal Solid Waste Management as per VMC tender specifications, scope of work & terms - conditions. and their detailed technical specifications, scope of work etc are set out in **Appendix 1**. Interested and qualified parties, based on qualification criteria set out in **Appendix 2, (Online)** are requested to submit information about bidder and a financial Quotation / price bid in a manner prescribed in **Appendix 3 & 4 (Online)**. **Tenderer has to submit various other details as per format / details asked for in the Annexure 1 to 9**
- 3.0 Each tenderer shall submit only one (1) Bid for each of the item, in response to this Tender Document (TD). Any tenderer who submits more than one Bid for the item will be disqualified.
- 4.0 At any time prior 72 hours to the last date and time of submission of Bids VMC may, for any reason, whether at its own initiative or in response to clarifications requested by any supplier, modify the TD by the issuance of Addenda. All interested tenderer shall have to check the VMC / n procure website. The Bidder shall not transfer the TD to another interested party. Any reply/changes (if required) , will also be declared on above website only.
- 5.0 deleted
- 6.0 Perpetrations of tender document: Tenderer shall carefully examine the tender documents and fully inform themselves as to all the conditions and matters, which may in any way effect the work or the cost Should a Tenderer find discrepancies, error or omission from the specifications or other documents or should he be in doubt as to their meaning, he should address query to the concerned authority. Any resulting interpretation of the tender documents (if required) will be issued to all Tenderers as an addenda corrigendum. Verbal clarification and/or information given by the Tenderer shall not be binding on the Corporation.
- 7.0 Modification of Documents : Modification of specifications and extension of the closing date of the tender, will be published on website only. These shall be signed by tenderer and shall form a part of tender. If required will be made by an addendum / corrigendum.
- 8.0 Addenda: Addenda form part of the contract documents and full consideration shall be given to all addenda in the preparation, evaluation etc. of tender. Tenderer shall verify the number of addenda issued, if, any and acknowledge the receipt of all Addenda in the Tender. Failure to do so may cause the Tender to be rejected.
- 9.0 The Bid shall remain valid for a period not less than 120 days from the date of opening of tender i.e. technical bid (bid validity period). VMC reserves the right to



reject any Bid, which does not meet this requirement. In exceptional circumstances, prior to expiry of the original Application Validity Period, VMC may request Applicants to extend the Application Validity Period for a specified additional period. Applicants not extending the Application Validity Period when so requested would automatically be disqualified.

#### 10.0 Earnest Money Deposit (EMD)

Sr. No.	Name Of Tender	Tender No.	Qty.	Tender Fee Rs.	EMD Rs.
A	Supply, Delivery, Testing, Commissioning along with Comprehensive Operation and Maintenance Contract Of Self Propelled (Ride On) Type Road Sweeping Machines mentioned in tender at (Part A) for Municipal Solid Waste Management as per VMC tender specifications, scope of work & terms - conditions.	170/26-27	12	30,000/-	1,10,60,165/-

11.0 The EMD shall be in the form of a crossed demand draft / Pay Order / Bank Guarantee in favour of the banks as per VMC circular, Municipal Commissioner, Vadodara, payable at Vadodara.

12.0 The EMD shall be forfeited in the following cases:

- (a) If the Tenderer withdraws it's Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period.
- (b) If the successful Tenderer fails to provide the Performance Security deposit within the stipulated time or any extension thereof provided by VMC;

#### 13.0 Performance Security Deposit :

14.0 The successful Supplier (for awarded tender part) would be required to submit Supply Performance Security amounting to **5% of the Supply item Order value for procurement part** in the form a crossed demand draft/ Pay Order / BG in **favour of The Municipal Commissioner, Vadodara** on any Bank as mentioned in VMC circular, payable at Vadodara which will be returned back on successful completion of one year Vehicles warranty period, where as separate O & M contract Performance Security deposit which shall be submitted (as mentioned in performance security conditions in detail) before start of actual O & M work ,which will be returned back on successful completion of O & M Contract period.

15.0 Irrevocable Bank Guarantee issued by a Bank as mentioned in VMC circular located in Vadodara, India (as per VMC rules) shall also be acceptable.

#### 16.0 Formats and Signing of Bid

16.1 The Tenderer would provide all the information as per this TD. VMC would evaluate only those Bids that are received in the required format and are complete in all respects. Each Bid shall comprise the following:

- (a) Details of the Tenderer in the format set out in **Appendix 3- Online**
  - (b) Qualification Criteria / Technical bid in the format set out in **Appendix 2- Online**
  - (c) Financial Quotation/ price bid for Supply, Delivery, Testing, Commissioning along with Comprehensive Operation and Maintenance Contract Of Road Sweeping Machines for Municipal Solid Waste Management as per VMC tender specifications, scope of work & terms - conditions in the format set out in Appendix 4 in online format only.
  - (d) Tenderer has to submit various other details and formats duly self attested and signed as per Annexure 1 to 9.
  - (e) Tender fee
  - (f) The Bidder shall duly sign all the sheets of the Tender Document submitted in support of their online tender.
  - (g) EMD
  - (h) All bidders are requested to upload technical bid documents, however if they found any difficulty in uploading, they can submit the same in physical with tender technical bid (EMD, Tender fee etc) supporting documents.
- 16.2** The bidder shall seal the Tender fee, EMD and relevant Tender Document submitted in support of their online tender in envelopes, which shall be clearly marked as Supply, Delivery, Testing, Commissioning along with Comprehensive Operation and Maintenance Contract Of Self propelled (Ride On) Type Road Sweeping Machines for Municipal Solid Waste Management as per VMC tender specifications, scope of work & terms - conditions. as per VMC tender specifications, scope of work & terms - conditions along with tender number, due date of tender etc.
- 16.3** The Tender Document submitted in support of their online tender shall be initialed by an authorized signatory of the Bidder or an Individual, as applicable.
- 17.0 Sealing and Marking of Bid for submission of Physical Tender supporting documents:**
- 18.0** The envelope for EMD -Tender fee and relevant supporting documents must be superscribed with the following information:
- (a) Name and Address of Tenderer;  
Name of work;  
Tender due date and time;  
Tender Number;
- 19.0** If the envelope is not sealed and marked as instructed above, VMC assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and such Bid, may, at the sole discretion of VMC, be rejected.

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

20.0 VMC reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it. The response to the queries shall be uploaded only (if found appropriate and required) on [www.vmc.nprocure.com](http://www.vmc.nprocure.com) & [www.tender.nprocure.com](http://www.tender.nprocure.com) / VMC website.

21.0 **Bid Due Date** : As mentioned in tender.

22.0 Bids should be submitted online before 18.00 hours IST on ....., in the manner and form as detailed in this PD. Bid submitted by either Hard copy (not as per format in TD), facsimile transmission or telex or email or in person will not be accepted and such tender/s will be rejected.

23.0 VMC may, in exceptional circumstances, and at its sole discretion, extend the above Bid Due Date by issuing an Addendum / corrigendum.

**24.0 Opening of Bids and Clarifications**

All information must be typed or hand written legibly in English language. All pages of the pre-qualification document must be initialed by the applicant. All corrections, erasures or overwriting, therein, must be initialed by Applicant.

25.0 Technical bid will be opened on ..... VMC would open the Bids possibly on Bid Opening Date as mentioned above in the 'General Description of Work' for the purpose of evaluation, if there is any change, same will be intimated to tenderer.

26.0 VMC reserves the right to reject any or all Bids not submitted on time and which does not contain the information/documents as set out in tender.

27.0 To facilitate evaluation of Bids, VMC may, at its sole discretion, seek clarifications in writing from any Tenderer regarding its Bid, and can take information from past purchasers / customers etc as may be required.

**28.0 Evaluation**

The details given by the applicants in the pre qualification documents will be evaluated as per qualifying criteria, given in tender. Vadodara Municipal Corporation reserves the right to restrict the list of pre-qualified applicant to any number deemed suitable by it. Vadodara Municipal Corporation's decision for interpretation of any term of pre qualification criteria, pre- qualifying the applicants etc. shall be final and binding to all.

29.0 As part of the evaluation, the Bids shall be checked for responsiveness with the requirements of the TD and only those Bids, which are found to be responsive, would be further evaluated in accordance with the criteria, set out in this TD.

30.0 The Bid would be considered to be responsive if it meets the following conditions:

- (a) It is received /deemed to be received by the Bid Due Date including any extension thereof.
- (b) It is signed, sealed and marked as stipulated in tender.
- (c) It contains all the information and documents as requested in the TD.
- (d) It contains information in formats specified in this TD.

- (e) It mentions the validity period as set out in tender.
  - (f) It provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by VMC without communication with the Supplier). VMC reserves the right to determine whether the information has been provided in reasonable detail.
  - (g) There are no inconsistencies between the Bid and the supporting documents. A Bid that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (i.) which affects in any substantial way, the scope, quality, or performance of the project, or (ii.) which would affect unfairly the competitive position of other Tenderer/s presenting substantially responsive Bids.
- 31.0** VMC 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 supplemental information required for the evaluation of the Bid.
- 35.0** In case the Bid is found to be responsive, the Bid would be evaluated in accordance with the Qualification Criteria as set out in Appendix 2.
- 36.0** In case the Bid is found to be inadequate, VMC may request the Tenderer for supplementary information's to the Bid submitted. As part of the evaluation of the Bid, VMC may also request the Supplier to submit clarifications.
- 37.0** The Financial Quotations/ Bid of only those Tenderer/s, who meet the Qualification Criteria, would be opened.
- 38.0** The Tenderer offering the lowest quotation for the Supply, Delivery, Testing, Commissioning along with Comprehensive Operation and Maintenance Contract Of Self propelled (Ride On) Type Road Sweeping Machines for Municipal Solid Waste Management as per VMC tender specifications, scope of work & terms - conditions as per formula given in tender would be declared as the Preferred Tenderer for the same.
- 39.0** Tenderer has to submit the technical presentation in support of their technical bid (if asked by VMC) with all the credentials and salient features of their Vehicles & proposal to enable the more technical evaluation of the available proposal, if required VMC can ask the tenderer to show the live working of the Vehicles and based on the performance, VMC can take the decision for technical evaluation. This will be binding to all the bidder.
- 40.0** Even though agency is qualifying all the above criteria but found to be poor in performance, in the opinion of class-I officer of VMC and above cadre, his price bid will not be opened. It is the discretion of Municipal Commissioner or the Tender Scrutiny Committee to qualify / disqualify the agency or to open / not to open the price bid of agency.
- 41.0** VMC may either choose to accept the Quotation of the Preferred Tenderer or invite him for negotiations.
- 42.0** In case there are two or more Tenderer quoting the same price, VMC may in such

case call all such Tenderer for negotiations and select the Preferred Tenderer on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of VMC.

- 43.0 In the event of acceptance of the Preferred Tenderer with or without negotiations, VMC shall declare the Preferred Tenderer as the Successful Tenderer. VMC will notify the Successful Tenderer through a Letter of Award (LoA) / order that its Bid has been accepted.
- 44.0 This work will be considered as rate contract for one Year for SITC cum O & M of Road Sweeping Machines as per tender requirements and technical specifications of VMC as per tender conditions; as per PD. Rate sanctioned will be fixed for entire one year RC (Rate Contract) period from the date of work order. During this RC period if VMC needs more Sweeping Machine units with O & M contract; successful bidder has to carry out both SITC & O & M work at the same approved rates & terms. No price escalation will be given during RC period. Only change in taxes, duties, govt. levies will be accepted by VMC & consider for payment. RC period may be extended for further period of One year by mutual confirmation. Decision of The Municipal Commissioner Shri, VMC will be final & binding to all. VMC can order for further / extra quantity, if required during entire RC period.
- 45.0 Notwithstanding anything contained in this TD, Municipal Commissioner, VMC 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.
- 46.0 Notwithstanding above, the MC- VMC, at his discretion, may also split the contract, if require for timely execution of the work among two of more qualified bidders. MC- VMC 's decision in this regard shall be final. MC- VMC also reserves right to award the Contract to any of the eligible and qualified suitable Bidder. Splitting of work will be carried out based manufacturing capacity, past work experience of the bidder, time frame for execution of work etc and this shall be binding to all bidders. Parallel contract, if required, can also be awarded on above basis and will be binding to all.
- 47.0 However, if the VMC decide to put an end to the business relations on breach of any conditions of the contract no such notice shall be necessary and on event of VMC decided to put an end to the business relations on breach of any conditions of the contract no such notice shall be necessary and on event of VMC deciding to terminate the business, and the R.C. shall stand terminated with immediate effect.

The R.C. can also be terminated by the MC - VMC in the following circumstances:

- 1) If the firm is debarred or disqualified or ceases to exist or convicted of any offence.
  - 2) If the quality of the item to be supplied is found not up to the ISI standard /VMC Specifications (as applicable) and found to be not of standard quality.
  - 3) If supply position of the firm is not satisfactory.
- 48.0 Whenever under this contract any sum of money is recoverable from the RC Holder and payable to the MC - VMC, Vadodara, or an officer empowered by him shall be entitled to recover such sum by appropriating in part of whole the Security Deposit paid by the Contractor, if a security being insufficient or if no security has been taken from contractor, then the balance of the total sum recoverable as the case may be deducted from the sum due to the contractor under this or any other contract.
- 49.0 If any dispute arises about the contract or any terms of contract, Municipal

Commissioner, VMC shall be the sole arbitration and his decision would be final and binding to all the parties.

**50.0** Vehicles shall be inspected / verified by Head of The Department & / or authorized representative/s of VMC with the specification of VMC (if required) & on approval same shall be put in working.

**51.0** The price escalation or variation clause will not be accepted. Tenderer has to quote the total price, net including of all taxes & duties etc. and for evaluation and finalization purpose, the total price will be taken in to consideration. Transportation, Packing, Forwarding, Insurance charges are included in the indicated price. However any change in the GST, Govt. statutory levies and taxes etc. will be considered for payment at actual (for supply and O & M work both) for which contractor will have to submit necessary documentary proofs as required by department. No other change will be accepted.

**52.0** The technical specification and scope of work for Supply, Delivery, Testing, Commissioning along with Comprehensive Operation and Maintenance Contract Of Self propelled (Ride On) Type Road Sweeping Machines for Municipal Solid Waste Management as per VMC tender specifications, scope of work & terms - conditions is given in Appendix 1, however bidder are advised to personally visit the VMC, Solid Waste Management & zonal SWM Dept. for better understanding of requirement and working of Vehicles.

**53.0 EXTENSION FOR DELAY.**

If the supply is delayed by:

- a) Force Majeure.
- b) Abnormally bad weather, or
- c) Serious loss or damage by fire

OR

- d) Civil commotion or strike or lock out of their principal workshop.

Any other cause which is beyond the contractor's control then upon the happening of any such event causing delay, the contractor shall immediately inform in writing to the Dy. M.C. (Solid Waste Management / SWM) but at the same time his best endeavours to make good the delay. The Dy. M.C. (Solid Waste Management / SWM) in such event can take the final decision regarding the late delivery penalty for such cause.

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

**55.0 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 Vadodara 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.

**56.0 Payment Terms: -**

As mentioned in Appendix-1

**57.0** PQ criteria are mentioned in Appendix-2.

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

**59.0** Successful bidder has to use all virgin material for fabrication/ manufacturing of the ordered item/ material and has to submit all necessary proofs like Invoice copies of material purchased, test reports etc as per VMC requirements.

**60.0** Contractor shall make payment to their employee/ workers through bank system only.

**61.0** VMC based on prevailing practice of waste management in the city, can increase / decrease the work quantum even after award of work & from the running contract at any time. No compensation for reduction in work will be given in any way. This shall be binding to the contractor/s.

**62.0** No Compensation for Alteration in or Restriction of Work If at any time after the commencement of the work, the Vadodara Municipal Corporation shall for any reason whatsoever not require the whole or part of work/supply thereof as specified in the tender to be carried out, the VMC shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work/supply in full, but which he did not derive in consequence of the full amount of the work/supply not having been by reason of any alterations having been made in the original specifications, drawings, designs and instruction which shall not involve any curtailment of the works as originally contemplated.

**63.0** The Municipal Commissioner, Vadodara Municipal Corporation reserves the right to reject all or any of the tender including the lowest tender or part of the tender which in the judgment of the Municipal Commissioner, Vadodara Municipal Corporation does not appear to be in the best interest of Vadodara Municipal Corporation and the contractor shall have no cause of action or claim against the Vadodara Municipal Corporation, its officers, employees, successors, or assignees for rejection of his tender

**64.0** The activity is under essential service, contractor is not allowed to stop this work at any point of time. If the contractor fails to start the work on time after issue of work order, then EMD of the contractor shall be forfeited and if the agency is found to be poor in performance for carrying out awarded work or Notwithstanding, if contractor stop / leave the work by his own discretion then performance Security Deposit of the contractor shall be forfeited and additional expenditure for execution of remaining work shall be recovered through, if be needed, legal proceeding and Agency shall be debarred / blacklisted subject to approval of competent authority.

**65.0** Tenderer has to submit all the relevant information likes;

- Company & Model details for Vehicles quoted
- Availability of local service point.

➤ Warranty conditions



- Detailed client list to which such type of Vehicles have been supplied by them.
- Details of Technical experience of tenderer (Supply and O & M work)
- Performance certificates as per tender requirements.

#### 66.0 Special Conditions

- a) The bidder has to make the invoices in the name of VMC.
- b) Bidder has to instruct the dealers/ O & M work contractor to render after sale service for the supplies made, and copy of the same to be enclosed with bid if service will be provided through dealer network. Even in such circumstances all liabilities will rest on supplier only.
- c) On failure of L1 to show the technical presentation &/or live- actual working performance (if asked by VMC) of the Vehicles for technical approval of bid his tender will be rejected. VMC can ask the Lowest &/or other qualified bidder/s to submit the Sample unit for checking / verifying the same with tender specifications and actual requirement- working, before finalizing the bid. On failure of L1 for approval of sample / execution of order the L2 shall be invited for negotiation and further formalities (as above) if required.
- d) The tenderer shall be fully responsible for taking delivery of Vehicles from the manufacturer/dealer of Vehicles and in no way any kind of relaxation will be given if there is any problem with the Vehicles received. The tenderer should see that the design of equipment should be such that which comply all prevailing RTO/any other Govt authority norms (if any) in Vadodara city for such type of Vehicles
- e) **The tenderer must quote for complete job (Supply and O & M).** The tenderer that does not include the complete job as specified in schedule of tender (specification, scope of work etc.) will be rejected. The successful bidder shall be responsible for taking timely delivery of Vehicles from Vehicles supplier if quoted by service provider. **The successful bidder shall be responsible for any fault, shortfall in the Vehicles proposed in the tender etc or any other requirement which is mandatory for the completion of successful equipment manufacturing.**
- f) It will be the responsibility of the tenderer to collect the Vehicles/chassis from the regional sales office/ depot / port / doc etc of the manufacturer & / or their authorized dealer and transport the same to delivery location. Any charges applicable for the same shall be included in the tender offer. Chassis shall be billed on name of Municipal Commissioner, VMC by chassis manufacturer for which successful tender has to complete necessary procedure.
- g) Tenderer has to design the Vehicles as per the requirements of VMC; keeping in mind the RTO / other Govt. agencies norms applicable in City of Vadodara for such type of Vehicles and according to the same they have to supply the fully built unit to VMC, Solid Waste Management. Failure at any part will be contractor's responsibility and will have to bear the cost.
- h) The successful tenderer will be fully responsible for the safety and security of the Vehicles when in their possession during the delivery, testing, commissioning stage and even during the entire O & M contract period.
- i) Tenderer has to quote for Model having latest emission norms (minimum) applicable in Vadodara city, Gujarat India at the time of delivery. Only those Model will be consider for evaluation for which any Indian / International (as per prevailing norms in India for such Vehicles) approval certificates attached with tender. Decision for selection of model will be taken by VMC as

per the

requirements and will be final and binding to all bidders.

- j) Necessary design and final approval from RTO / other govt. agencies (as required) as per latest norms and rules is tender's responsibility. If tenderer is failed to comply the rules of RTO /other govt. agencies (if any) and submit the required documents for their supplied Vehicles, same will be rejected by VMC.
- k) The contractor shall ensure that the supervisors and cleaners are all mentally stable, and are able to communicate properly. They should not pose any hazard to the general public. Contractor shall give preference to local Valmiki Samaj workers for the work. Contractor must have to pay the salary through banks to the workers, drivers and other workforce regularly and contractor shall be fully responsible for that.
- l) This is subject to the jurisdiction of the competent court of Vadodara only. In case of any claim, dispute of difference arising in respect of a contract, the cause action thereof shall be deemed to have arisen in Vadodara and all legal proceedings in respect or any such claim, dispute or difference shall be instituted in a competent court in jurisdiction of Vadodara city only.

**Contractor 's Sign With seal**

**Head of The Department  
SOLID WASTE MANAGEMENT.  
VADODARA MUNICIPAL CORPORATION**

# VADODARA MUNICIPAL CORPORATION

## APPENDIX 1

### **Supply, Delivery, Testing, Commissioning along with Comprehensive Operation and Maintenance Contract Of Self propelled (Ride On) Type Road Sweeping Machines for Municipal Solid Waste Management as per VMC tender specifications, scope of work & terms - conditions.**

The number of Supply, Delivery, Testing, Commissioning along with Comprehensive Operation and Maintenance Contract Of Self propelled (Ride On) Type Road Sweeping Machines for Municipal Solid Waste Management as per VMC tender specifications, scope of work & terms - conditions to be procured are Total 12 nos. putting. However, actual number which will be ordered for will be at the sole discretion of VMC.

#### **Tender Validity period**

The Validity period is 120 days from the date of technical bid opening.

#### **Design of unit**

Tenderer has to carry out Design of Vehicles on vehicle / chassis as per the latest applicable norms of RTO at the time of delivery of completed vehicles and other govt. agencies (as required) in Vadodara and Gujarat, keeping in mind the requirements- specifications of VMC; otherwise it will not be accepted.

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

The total procurement period is 180 (or as per delivery schedule mentioned in supply order days. However, delivery period will commence from the date of invoice of chassis to the unit (rear sweeping unit) manufacturer by chassis supplier. However unit manufacturer must have to issue complete procurement order (as per the requirement of chassis supplier) to the chassis supplier immediately within 7 days from the date of receipt of VMC order. Other wise late delivery will be considered for such delay period.

#### **Delivery Schedule**

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

**Delivery location:** Vadodara, Gujarat at site specified by VMC

#### **Payment Terms**

##### **For Supply part:**

- (1) For Chassis: 100% of the Chassis payment as per the invoice (as per the approved rate in the tender) of Chassis manufacturer / debit not of dealer will be issued to successful tenderer on receipt of chassis at fabricator's Factory premise against debit note / invoice and all supporting documents submission by contractor. (chassis shall be directly procured on name of Municipal Commissioner, VMC) Tenderer has to submit necessary documents as required by department. Chassis Invoice shall be on name of Municipal Commissioner, VMC, Vadodara only.
- (2) For supply of equipment / Machine (for rear sweeping unit); 100% preferably after satisfactory Delivery at our Solid Waste Management; VMC, preferably within 30 days.

**For Operation and Maintenance contract :**

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

The Security Deposit for supply part will be paid back only after the completion of supply Work and O & M contract part after successful completion of contract period without any interest.

**Transit Insurance**

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

**WARRANTY**

The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) of from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

This supply warranty shall remain valid for 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract or as specifically mentioned in the work order.

The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within 15 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser.

If the Supplier, having been notified, fails to remedy the defect(s) within the period specified above, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

Items supplied by contractor must have minimum warranty of 12 months from the date of delivery against any manufacturing defects etc.

## **PERFORMANCE SECURITY GUARANTEE**

### **for Supply of Vehicles:**

As a contract performance security, the contractor shall furnish performance guarantee for supply part in the form of Bank Guarantee (as per VMC rules) or by Demand draft/ pay order within 15 days from the date of order for the amount at least 5 % of the ordered amount from any Nationalized Bank/Schedule bank/Banks as mentioned in VMC circular and made payable to the "Municipal Commissioner, Vadodara Municipal Corporation" payable at Vadodara. If any delay, necessary action will be taken by VMC and will be binding to successful tenderer.

The performance guarantee shall be returned to the contractor without any interest on the successful completion of the warranty period, when the contract ceases to be under any obligation.

Vehicles supplied by contractor must have warranty of 12 months from the date of delivery against any manufacturing defects etc.

### **For O & M contract work:**

For Operation and maintenance contract work, Contractor has to submit performance security deposit which shall be 5% of the one year O & M contract work amount based on daily 8 hrs working shift approved rate as a contract performance security. This guarantee (BG) shall be renewed timely (every yearly) till expiry of contract. The contractor shall furnish performance guarantee in the form of Bank Guarantee (as per VMC rules) or by Demand draft/ pay order within 15 days from the date of order from any Bank as mentioned in VMC circular and made payable to the "Municipal Commissioner, Vadodara Municipal Corporation". Payable at Vadodara which shall be released after the successful completion of the contract period, subject to no due certificate from the Corporation, if any amount is due from the contractor even after adjusting from monthly bills, the same will be recovered from this amount. If any delay, necessary action will be taken by VMC and will be binding to successful tenderer.

- 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 are breached

- (i) When tenderer fails to make complete supply, installation, commissioning and testing of the equipment's/ Vehicles and carry out o & m work satisfactorily as per scope of work and conditions.

The decision of the Municipal Commissioner, VMC in this regard shall be final.

### **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.

#### **TAXES AND DUTIES :-**

Prices quoted must be inclusive of all & all taxes.

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

During the course of execution of contract, if there is any change in rate of GST (Goods and Service tax) by the government, the same shall be reimbursed/recovered separately by VMC, subject to the submission of original receipt /proof for the amount actually remitted by the successful Tenderer/ Contractor to the competent authority along with the certificate from Chartered Accountant of contractor/successful bidder certifying that the amount of GST paid to the government and the same shall be intimated/ submitted/ claimed within 30 (thirty) days from the date of payment.

Remittance of GST within stipulated period shall be the sole responsibility of the successful bidder/contractor, failing which, VMC may recover the amount due, from any payable dues with VMC and decision of Municipal Commissioner shall be final and binding on the contractor/successful bidder in this regards.

Further, the non-payment of GST to the government may lead to the termination of contract and forfeiture of Security deposit/performance guarantee amount.

**2% TDS will also be deducted as GST TDS**, as per prevailing rules/norms.

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

#### **Inspection**

The bidder will make all arrangement at their cost for inspection of the **Self propelled (Ride On) Type Road Sweeping Machines mentioned in tender**. This will be carried out by VMC &/or Third Party (if required) along with VMC, before delivery at factory/depot site (If required). Inspection and commissioning of the **Self propelled (Ride On) Type Road Sweeping Machines** will also be carried out at Vadodara at site specified by VMC (if required). 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.

#### **Liquidated damages for delay**

Supplier in accordance with the schedule specified in the tender shall make delivery of the equipment's.

An unexcused delay by the supplier in the supply of its delivery obligations, supplier will be hold liable and VMC can take actions to forfeit of his performance security, imposition of liquidated damages and/or termination of the contract by default.

If the supplier fails to deliver any or all of the equipment's within the said period, VMC 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.

However, Delay in excess of one hundred (100) days after completion of delivery period may be cause for termination of contract and forfeiture of all security for performance. Decision of Municipal Commissioner, VMC in this regard will be final and binding to successful tender/ contractor.

VADODARA MUNICIPAL CORPORATION  
SOLID WASTE MANAGEMENT

**Appendix – 1**

<b>SELF Propelled (Ride On) TYPE ROAD SWEEPER MACHINE</b>
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**TECHNICAL SPECIFICATIONS**

Following are the Minimum Requirements for sweeping machine;

Bidder/s has to submit Technical and general specifications of equipment are being offered in line with the requirement of the tender specifications.

In support of the Technical Bid, Bidder has to be shown Technical presentation with all credentials and salient features of the equipment to the VMC office. If VMC will may ask Bidder to arrange performance trial at its own cost or arrange visit to any other corporation in India for demonstration of the machine.

If the performance of the machine is not found satisfactory or the performance of the machine is not as per requirement of VMC, VMC has right to disqualify the bid.

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

It should have rugged design frame, brushes, nozzles, flexible brush system, conveyor/suction systems, hydraulic system for efficient and quality performance and lifting / tipping arrangement shall be suitable to applicable standard.

The Sweeping Machine shall be with thick brushes as per manufacturer's design meeting RFP requirement so that it should be capable of picking up big size waste and variety of refuses-leaves, littering, plastic, paper & debris - dirt, dust, sand, rubble, silt, wet waste, bottles, small stones, human excreta, cow dung, floating matters, broken glass, pet bottles, other small sized solid waste, etc. from the roads with speed & quality clearance etc.

The machine shall be capable to lift mulched debris through conveyor system to give high collection capacity and safe pick-up of broken glass and other sharp objects.

The minimum sweeping width & collection / sweeping capacity shall be as mentioned in technical datasheet in the Tender document. The brush system shall be of rugged quality & strength and shall have sufficient degree of flexibility to adjust in accordance with contour of the road.

The brush mechanism shall be provided with different speeds and shall be capable of picking and guiding the solid waste into the collection hoppers.

The Sweeping Machines shall be provided with efficient system for collection and settlement of dust i.e. preventing dust / dirt flying out in the atmosphere during operation of sweeping activity and collection of waste as well as while collection in hoppers. The machine shall be designed to exhaust only dry/ clean air through system / and water spray shall be operated along the brush for dust suppression as & when required. Machine should be designed such that it shall keep operator & passers-by dust free.

The collection hopper shall be of adequate capacity and with tipping arrangement. The hydraulically controlled lever shall be nearer to operator seat..

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The body and the hopper shall be fabricated out of heavy-duty high corrosion resistant stainless steel plate or alloy steel. Access door shall be provided for removal of the refuse. All steel sheets should be provided with special wear resistant protection coat. The tipping cylinder shall be utilized for the discharge. The hopper shall be hydraulically activated. It should be

capable of handling solid & semi solid waste.

The unit shall have a Front brush with automatic angular adjustments. A suitable flexible hose shall be provided as attachment and water spraying system shall be utilized to suppress the dust through the path inside the unit. Controls and gauges shall be provided ergonomically and the unit shall be a special purpose vehicle. The sweeping unit shall have automatic adjustment system to bypass horizontal & vertical obstacle. The Vehicle shall have the facility to clean both sides of the road without changing the direction of travel.

The unit shall be of contemporary design and manufactured as per ISO standards.

Since Sweeping Machine is to be utilized during any time during 24 hr. day, for effective and safety working operation, adequate lights with proper signal / blinker system shall be provided on the machine.

The Sweeping Machine and its equipment shall adhere to all the existing rules and those prescribed from time to time by Regional Transport Authority including air pollution & environment statutory authority's standards and measures in Vadodara Municipal Corporation's jurisdiction. Fuel tank of machine should give 8 to 12-hrs endurance.

### **1.1** Vehicle Specification

**A.** Requirement General Performance Standard of Self Propelled CNG Fuel Fired Mechanical Road Sweeper. The Self Propelled CNG Fuel Fired Mechanical Road Sweeper shall adhere to the following specification as a minimum capability with proven performance in terms of speed and quality.

**B.** It should have rugged design frame, brushes, nozzles, flexible brush system, powerful vacuum, suction fan, hydraulic system for efficient and quality performance and lifting / tipping arrangement.

**C.** The Self Propelled CNG Fuel Fired Mechanical Road Sweeper machine shall be fitted with thick brushes made up of steel/polypropylene and vacuum suction system, so that it is capable of picking up big size waste and variety of refuses like leaves, littering plastic paper/paper & debris – dirt, dust, sand, rubble, silt, wet waste, bottles, small stones, human excreta, cow dung, floating matters, broken glass, pet bottles, coconut shells, bulky/ huge accumulation of solid waste, etc. from the roads with speed & quality clearance etc.

**D.** The machine shall be capable to lift mulched debris through vacuum and mechanical conveyor system to give high collection capacity and safe pick – up of broken glass & other sharp objects.

**E.** The minimum sweeping width & collection / sweeping capacity shall be as mentioned in technical specification in the bidding document. The brush system shall be of rugged quality & strength and shall have sufficient degree of flexibility to adjust in accordance with contour of the road. Blower shall be heavy duty and simultaneously operative with mechanical conveyor system and perfectly sweeps, vacuum and contain the debris without passing through or wearing out the fan and ensure only clean air goes in Environment.

**F.** The brush mechanism shall be provided with different speeds and shall be capable picking and guiding the solid waste into the collection hoppers. The bidder shall specify the nos. of brushes, position of brushes, centre brushes, etc. available in their machine.

**G.** The Self Propelled CNG Fuel Fired Mechanical Road Sweeper machines shall be provided with efficient system for collection and settlement of dust i.e. preventing dust / dirt flying out in the atmosphere during operation of sweeping activity and collection of waste as well as while collection in hoppers. The machine designed to exhaust only dry/ clean air through filter system and water spray shall be operate along the brush for dust suppression as & when required.

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**H.** Assembled and double engine machines are not allowed.

The integrated chassis should be designed in such a way so that during travel in the sweeping mode, the vehicle is able to travel at a speed of as per specifications.



The integrated chassis design shall be safe and convenient with exhaust emissions maintained at specified levels subject to meeting additional requirement, if any at the time delivery. Specific attention shall be provided at the driver's work area to provide pleasing and healthy working atmosphere / conditions, minimize work load and operational fatigue through automation and ergonomic design. The vehicle will have to comply with rules and regulations on safety and emission regulations as may be notified by the Government for compliance on the date of manufacture or registration of the vehicle as the case may be.

The vehicle design should be such as to meet all statutory requirements applicable for such equipments. Further, the equipment structure should meet the requirements of structural strength, stability, deflection, vibration, and roll over protection etc. as per prescribed standards.

The material used in the construction of machine shall be as applicable RTA standards. Wherever Indian standards are not available, internationally acceptable standards may be referred/ followed.

The vehicle shall be designed and manufactured with all applicable fire safety and exhaust emission regulations for the vehicle including piping location, location of rubber hoses, location of exhaust, location of catalytic converter, prescribed upholstery material, fire retardant cables, connectors etc. Flammability requirements shall comply with the relevant IS standard.

The machine should be capable of traveling at its normal / specified travel speed, when going for dumping / discharge of collected material and should be 4-wheel drive with low turning radius.

- a. The driver cabin shall be provided and fitted with
  - Roof Light - 02 Nos.
  - Heavy duty Wiper Machine - 02 Nos. (with Arm & Blade)
  - Heavy-duty Bracket type convex mirror - 02 Nos.
  - Extra wiring wherever necessary
- b. Suitable size battery box shall be provided at accessible location for easy maintenance. The bidder shall provide the extra length of battery cable.
- c. Stoplights, direction indicator lights and tail lamps shall be provided and fitted.
- d. All controlling switches for lights, driver cab light and wiper machines shall be provided on dashboard panel or near driver's seat to operate easily.
- e. The cabin shall be painted externally and internally of approved shade.

## **1.2 Engine**

CNG fuelled internal combustion engine with compression ignition system and electronic engine management system capable of delivering adequate power to obtain desired performance in respect of defined acceleration levels and emission norms. The engine should have adequate horsepower not only to propel the machine but also to operate all other devices fitted to the base vehicle, including Sweeper mechanism, efficiently. As the equipment is required power for operation of the sweeper equipment, the engine should be capable of delivering adequate power.

Engine and associated transmission shall be so selected that under taxing operating conditions machine shall have adequate sustained speed while not carrying out sweeping operations.

The engine and its accessories shall be easily replaceable. The engine mounting shall be such as to minimize transmission of vibrations to the machine structure specifically in the driver cabin area.

The engine should be suitably designed to operate optimally and efficiently under Project Area's peak summer conditions (hot, humid and dusty atmosphere) and under typical city driving application.

For protection against fire risk a partition of heat-resistant material shall be fitted between the engine compartment & any other source of heat.

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Engine Power and emission levels must confirm to the Central Motor Vehicle Rules (CMVR) /any other Indian standards. In case of multiple norms, the most superior of these is to be adopted and as applicable for the Project Area.

### **1.3** Sweeping Equipment

The entire sweeping operation like lowering and raising of central and side brushes, operating of sweeping brushes etc. should be hydraulic / pneumatic actuated.

- Brooms: Prefabricated, disposable, polypropylene / nylon with steel reversible core having polypropylene and around 25% steel.
- Side Brooms: The machine should have provision for side brooms which can sweep up to mini.500 mm width
- Front Broom: The machine should have provision for front broom which can sweep up to mini.1000 mm width
- Central brooms/Main broom: The machine should have provision for central broom/Main broom Polypropylene / nylon of cylindrical width range 1200-mm- 1400 mm.

The container should have hydraulic tipping facility for dumping the collected material.

Further, lowering / lifting and locking / unlocking of the rear/side dump discharge door.

The collector container should also be operated hydraulically. Machine should be able to dump the collected waste directly in to the tipper/tractor etc.

The requisite system and required mechanism or efficient, trouble free easy to maintain & to ensure that the dirt pickup efficiency of the machine is not affected at any time during sweeping, due to dust load and meeting statutory PM-10 and PM-2.5 Pollution Control Norms as per Indian Standard condition.

The machine should be self-sufficient in all aspects including cleaning of dust load, during sweeping operation - with spray of water.

### **1.4** Operating requirements

The equipment should be able to sweep the road, street etc. at an average speed of 4-10 KM/Hr depending upon road condition and the equipment should be capable of sweeping various materials like leaves, pebbles and stones or bricks of 50 to 100 mm size as well as dust. The equipment should have a dust collector container having capacity of range 4.0 -

5.0 Cu. m. with water tank provision. (Having minimum capacity 450 lit)

The equipment should be able to sweep an overall width of minimum 3000 mm in one sweep / pass with all brooms in use.

The sweeper should be designed in such a way so that during travel in the sweeping mode, the vehicle is able to travel at the rated speed of 4-10 km/r through sweeping. The sweeper should be capable of travelling at its normal / specified travel speed, when going for dumping / discharge of collected material.

### **1.5** Smart Feature.

It is mandatory that the vehicles supplied have installed with smart equipments-GPS Device system for necessary monitoring of the vehicle movements can be carried out from the Integrated Command & Control Centre of VMC or from concern department. For The actual implementation/operation of these smart systems, Access USER ID and password have to be given to the VMC officials in order to be able to monitor and control the whole sweeping exercise. Payment of the cost of GPS equipment as well as recurring charges for the same will be under the scope of contractor.

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### **1.6** Debris Hopper

The volume of the waste container shall not be less than minimum 4.0 Cu. M. The hopper shall be made of stainless steel material or alloy steel and it shall have a thickness of at least

2.0 mm. The hopper shall be capable of dumping refuse up to a height of at least 2.2 meters or more so that the refuse can be dumped onto suitable waste carriers/ dumpers to be carried to the dumping ground. The hopper shall be equipped with hydraulic system for dumping and closing of doors.

### 1.7 Sweeping System

Particulars	Requirement as per this TENDER
Type	Self-propelled (Integrated machine) with single CNG
Dust control system	Water Sprinkler nozzles to be provided on the brush.
CNG Engine Power	Not less than 180 HP.
CNG capacity	At least 450-ltrs (Shall be sufficient for one shift)
Engine Standard	As applicable. Copy of registration on Vahan portal to be submitted.
Hopper/collector Capacity	About 4.0 – 5.0 M3
Debris loading system	Vacuum and Belt Conveyor assisted loading
Water Tank capacity	Not less than 450 ltrs.
Number of Front Brush	1 no. Front Brush,.
Sweeping width with Front Brush	Minimum 3 mtrs
Front Brush Type	polypropylene / nylon with steel reversible core having polypropylene and around 25% steel.
Number of Side Brushes	2 nos.
Side Brushes diameter	Mini. 1000 mm each
Side Brush Type	Steel/Polypropylene (disposable)
Noise Level	Maximum 110 db.
Filtration system	Filtration system PM 2.5 and PM 10 certified.
Debris and waste dumping system	Hydraulic
Dumping height	Dumping debris up to a height of at least 2.2 Meters
Safety Lights	2 Nos. Revolving lights, 1 on the cabin and other on the rear side of the Machine.
Fuel to be used for running the machine	CNG
Minimum Speed at which the Machinery performance is 100% while in operation for sweeping	4 Kms/hr
Maximum Speed at which machinery is allowed to Run while in operation for Sweeping	10 Km/h
GPS Tracking System	01 Per vehicle
Camera	Rear view colour camera.
Suction hose diameter	Min 140 mm
Suction hose length	Min 4 m

## 1.8 Dust Control

For control of dust, the equipment shall have provision for sprinkling of water on the front brush and the two side brushes, other requisite system required for effective filtration and shall filtration PM 10 and PM 2.5 dust. The equipment shall have best technological arrangement to ensure that dust content in the exhaust air, from machine is less than the existing / prevailing pollution control norms. The filtering assembly shall also include a performing cleaning system which shall be easy.

Spray jets shall be located at front brush and two side brushes.

## 1.9 Hydraulic System

All sweeper functions shall be controlled hydraulically. The engine shall drive the hydraulic pump. Individual hydraulic motors should run the sweeping brushes. The tipping operation and dump door opening & closing should be hydraulically actuated. Hydraulic system valves, pumps and valve manifold should be of same manufacturer for maximum system efficiency and reliability. Sweeper hydraulic system shall be designed so that all new hydraulic fluid added to the sweeper passes through a 10-micron filter & the filter shall have a filter condition indicator.

## 1.10 Lights

The machine shall have „safety lighting system“ with indicators (revolving light) on both front and rear sides, a on top.

## 1.11 Pollution Norms

The machine shall have the best technological arrangement to ensure that the dust content in the exhaust air, from machine is less than the existing / prevailing pollution control norms. The equipment shall be designed having EURO VI / CEV IV/ latest norms & matching all requirements of various Govt. Agencies / RTO rules / Norms.

## 1.12 Noise Level

The road sweeping machine shall have very low noise levels. It shall not exceed prevailing prescribed rules of MoEF so that it can be used in residential areas and near hospitals / educational institutions at night as well. The machine shall run on a single engine to ensure lower noise as well as lower emissions.

## 1.13 Safety Requirements

The dashboard shall be equipped with the following instruments in order to ensure safety of machine:

- 1.13.1 Electrical/ Digital hour counter
- 1.13.2 Fuel level indicator
- 1.13.3 Running lights lamp
- 1.13.4 Low fuel warning light
- 1.13.5 High beam lamp
- 1.13.6 Key switch etc.

Any other, as per functional requirements

## APPENDIX - 1 (Continue)

### SCOPE OF WORK For O & M WORK

The scope of work is SITC along with Comprehensive O & M of Self propelled (Ride On) Type Road Sweeping Machines for MSW activity related work including Operation & Maintenance of supplied machines for the period of 10 Ten years as per specification and conditions mentioned in the tender document. The contractor shall have to commence the O & M work within 6 months from the date of order. The O & M Contract will be for a period of 10 Ten years from the date commencement of actual O & M work subject to annual renewal as mentioned in the document. The same can be extended for a further period of 2 (Two Years) Years by the corporation and on the terms and conditions mutually agreed upon in writing. Successful bidder will be required to start the services of road sweeping machines supplied by them duly RTO registered and comprehensive insurance drawn. It is expected that the machine operation shall start within 6 months from the placement of firm order.

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

Contractor has to clean the roads by use of machine within VMC area as instructed by concern officer of VMC / related authority and has to collect, unload and final disposed of all the waste, and other dust &/or accumulated material from the roads of the city. Contractor has to unload the waste collected in the machine either directly in to the tractor trolley/ as instructed by site in charge at site for collection in coordination with concerned department of VMC and later on same shall be disposed off at the waste dumping site / RTS site of VMC or as instructed by VMC time to time on daily basis( by concern officer in charge /Other related deptt. of VMC). This work shall be performed timely and efficiently on 24 x 7 basis through out the year as per the VMC requirement during the contract period. Further as and when required, machine shall be shifted from one to another location for cleaning operation of roads as per requirement of VMC. They have to use this machine as per the instruction of the VMC concerned SWM department over and above in coordination - confirmation with Solid Waste Management.

It is expected from bidder to shoulder the responsibility of operation and maintenance of equipment's against fulfilment of contractual obligation for the period of 10 (Ten) years.

Bidder will have to appoint necessary staff to operate and maintain the equipment's during contract period. (Minimum 1 trained/skilled Operator Cum driver and one labour per Machine). Further if deployed manpower unavailable on machine for any reasons bidder should provide immediately alternative arrangement for operation of machine.

- Providing Nos. of Road Sweeping Machines as per the specifications & requirement given in tender in the tender document and daily operation and maintenance of these road sweeping machines for complete duration of the contract period.
- Procure, provide, and maintain necessary tools, equipment machinery, manpower, fuel and vehicles for mechanized road sweeping machine.
- Road sweeping through these mechanized Sweepers shall be done on designated roads as instructed by VMC officials.

- The monitoring of the complete system will be done by VMC. The GPS system shall be integrated with central command centre as instructed by VMC.
- The road sweeping shall be done at least 8 hours a day by each machine. However the actual timing may be reduced or extended by VMC as per the requirement site conditions and need of work.
- If the Contractor is unable to run sweeping machine for minimum 18 – 20 running KM other than self propelled. In case of self propelled at least 28 – 30 running km sweeping length everyday due to machine break down or for any other incapacity of Contractor then payment will be done only for actual KM work done by Contractor, based on tender terms & approved rate.
- During 8 hour daily night working shift, contractor should clean at least 18 – 20 running km sweeping length everyday by each machine other than self propelled. In case of self propelled at least 28 – 30 running km sweeping length everyday by each machine. In case the contractor cannot sweep 18 – 20 or as mentioned above running km sweeping road length per day, then contractor will have to sweep the 18 - 20 or as mentioned above running km sweeping length using extra hours for which no extra payment will be given by VMC.
- If contractor is asked to work for more than 8 hours daily shift to run for more than 18 – 20 running other than self propelled. In case of self propelled at least 28 – 30 running km sweeping length everyday in one day with each machine the payment shall be made on pro – rata basis of the extra work done only if instruction are given by VMC in written format only.
- All roads under the contract shall be cleaned at least on alternate day basis or as directed by VMC. However route & schedule will be given zonal SWM department / Officer in charge.
- Contractor should procure / maintain / keep in stock, necessary tools, equipment, machinery, manpower, fuel, spares, brushes etc for the road sweeping in use. NO extra payment for these shall be made.
- Successful Tenderer has to daily, sweep at least 18-20 Km other than self propelled. In case of self propelled at least 28 – 30 running km sweeping length everyday of Sweeping Length when machine deployed on road, during shift of 8 hr.

The scope of work shall consist of operation and maintenance of Road Sweeping Machines owned by Vadodara Municipal Corporation including supply of all spares and include the following;

1. Services of an operator cum driver - labour (one each on machine) and other manpower if required for O&M including technical support of service engineer / technical person from successful bidder's office as per requirements and to carry out operation of machine and related activities in VMC as per the direction of Vadodara Municipal Corporation on a normally 8 Hours shift which may be in day or as per the VMC's requirement.
2. The quoted rate are based on a 8 hours / 12 Hours and 16 Hours operation of the machine, which includes
  - a. The time taken for dumping the material to the site,

- b. Moving the machine from one place to another,
- c. Lunch break of operation (not included) - time will be decided & Communicated by Zonal SWM officer as per work and route requirement.
- d. Sweeping activity on road.
- e. Providing water in machine by providing water tankers min. 1 between 3 machines.
- f . Providing min. 1 tractor trolley / hydraulic trucks (with flexible / hard cover) between 3 machines together for dust / dirty waste etc. collection from machines. If as per work requirement more tractor trolley / hydraulic trucks (with flexible / hard cover) required same shall be provided by tenderer.

Successful bidder shall make the arrangement of operator accordingly.

- 3. The bidder shall have to submit schedule of maintenance and carry out the general daily preventative maintenance as recommended by OEM in addition to minor break downs as per the schedule of maintenance. Major/ Break down maintenance, if required/incises will be permitted on written instruction to Solid Waste Management / VMC. Daily preventative maintenance shall also include oiling, greasing, etc of all movable parts.
- 4. Routine maintenance and servicing of Machine including replacement of Hydraulic oil, engine oil, other oil and coolant liquid etc. Same shall in the scope of Contractor and remains to be kept in stock according to the requirement and maintenance schedule as recommended by OEM.
- 5. Machine shall be cleaned daily and service once in a month.
- 6. Routine consumable spares inventory shall be provided by bidder and maintain minimum inventory to avoid any hassle in operation of machine. The list of routine consumable spares shall be submitted along with this offer.
- 7. All running/major repairs and break down repairs of entire Machine shall be in scope of work including all necessary spares/accessories etc required for smooth and uninterrupted operation of machine.
- 8. The equipment's (Machine) shall be parked at any locations suggested by Zonal SWM dept. on day-to-day basis and shall be operated under the supervision of / SWM dept. user department. Parking facility shall be provided by the VMC Zonal SWM dept. The machine shall be parked during the non-working hours at the place directed by Zonal SWM Dy. Director /Officer-in-charge. Safety & Security of machine at non- operative hours shall be ensured by contractor at their own cost.
- 9. All safety equipment's required on machine like Fire extinguishers, emergency rechargeable torch, anchor etc shall be provided before starting of contract and kept on machine during operation and maintenance period.
- 10. Day to day report/log sheet / computer record of operation and maintenance shall be filled in by the bidder staff and same shall be submitted to Zonal SWM dept / use

dept operation in charge on next day. The design of report shall be given by VMC operation in charge and same shall be followed by bidder.

11. Bidder shall depute one person between all machine as supervision to synchronize day to day routine work management, repairing of machine and follow up the instructions given by user department. Further, bidder must visit as per as per requirements of VMC for synchronies the O & M activity at his own cost.
12. The bidder shall also maintain register/ record for consumable, spare maintenance in appropriate formats.
13. The bidder shall make every effort for complete safety of the VMC's equipment's while performing the operation and maintenance at site.
14. Corporation will not be responsible for any accident/ hazard during operation and maintenance of the equipment's. All responsibility shall rest with the contractor. Contractor must take all precautionary/ safety measures to avoid accident/ hazards etc.
15. During maintenance of machine, for repairing of any parts/spares, equipment's installed in machine, necessary machinery such as extra man power, etc shall be arranged by the successful bidder at his own cost and included in the scope of work.
16. During contract period, if machine fails to work because of machine is under maintenance or lack of man power, the cost being paid towards operation and maintenance will not be paid (in short" No work done- no payment" shall be given). In addition to that necessary penalty as mentioned in tender towards minor & major repair work time period for additional time taken for repairing in addition to the no work-no payment will be recovered as penalty.
17. The bidder shall submit recorded CD of field operation (Recorded through DVR & camera system provided in vehicle) & GPS data to the zonal Dy. Director (SWM)/ Officer in charge at zonal level work carried out certification.
18. All required statutory & Govt. formalities (if any) for carrying out such type of work shall be complied by contractor & it is their responsibility.

The operation of machines shall be confirming to Operation manual of the machine manufacturer. The repairs & maintenance shall be carried out, as per the practice prescribed by manufacturer/instructed by Solid Waste Management, VMC.

The Contactor shall ensure that his personnel should report worksite every day at designated time and continue working throughout the day. The contractor shall make provision for presence of requisite manpower to perform his duty during national holidays and festivals also so that the work is not affected at any site in the Vadodara city. The corporation for working on holidays, national holidays and festivals will make no separate payments. The Contractor should ensure presence of his workforce at the specified time and location. The contractor shall not be paid for any overtime charges for working at late hours so as to complete the scope of work and maintain the cleanliness at various locations.

The operation of machines shall be confirming to Operation manual of the machine manufacturer. The repairs & maintenance shall be carried out, as per the practice prescribed by manufacturer/instructed by Solid Waste Management.



The Contactor shall ensure that his personnel report work site every day at designated time and continue working throughout the day. The contractor shall make provision for presence of requisite manpower during national holidays and festivals so that the work is not affected at any site in the Vadodara 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 equipment's as per the unit/equipment manufacturer's guideline and this will be verified by the Engineers of Solid Waste Management, at any time for smooth and uninterrupted working of machines.

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

Contractor has to submit daily/weekly/monthly report of their work to the respective VMC department as required & asked by VMC.

VMC reserves the rights to terminate the Contract for Deficiency of Service.

Contractor has to carry out washing of all the vehicles and equipment's at least once a week.

**(A) Comprehensive 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 known to all operational activities of the machine and one Labour on each machine per shift (8) hours or as may be required on all the 365 days of the calendar year. There would not be any services to be rendered on national holidays i.e. 26th January, 15th August & 2nd October. Further each machine's operation shall be stalled for 2 days in a month for routine maintenance or as per the work requirements and instructions by Solid Waste Management dept., VMC.
- ii) Planning of rendering the services shall be based on 8 hours operational shift. However based on SWM / Concern department requirement contractor has to provide machine for actual work requirement. Daily route plan will be given by Dy. Director (SWM) of respective Zone / Officer in charge of work.
- iii) During situations such as visits of VIPs successful bidder will be require to render operational service even on National holidays. No extra payment (Other than one which is approved) would be payable to the contractor form rendering operational services on these events which is required to be noted by the successful bidder.
- iv) Successful bidder will have to ensure that each and every machine must be covered with their comprehensive insurance per year and that the next year's insurance shall be done before the expiry of the earlier year's insurance. It may be noted that the successful bidder will be paid as per the tendered offer sanctioned only. Necessary documents shall be submitted by contractor.
- v) To maintain the disciplined and efficient services, it would be necessary to appoint at least one supervisor for this tender work better coordination in addition to operators and provide them uniforms, safety gears & mobile facilities.

- vi) As far as parking arrangement of the machines are concerned, the parking place shall be made available by VMC, in respective zone by Dy. Director (SWM) of Zone / officer in charge.
- vii) If due to less work &/or for any reason, VMC do not wish to run the machine/s for 8/12/16 hrs. shift then contractor will be paid on prorata basis for actual working hours on that day. VMC decision & rate calculation in such event/s will be final & binding to all.
- viii) Shift timing will be calculated (started) from start of machine from parking area & end will be when machine come back again to parking area which is provided / identified by Zonal Dy. Dir(SWM)/ officer in charge. However; contractor has to ensure fast & efficient movement of machine/s in all the case. If VMC finds any inefficiency; can take necessary actions including payment deduction for such time & will be binding to contractor. During normal travel (without Sweeping) Contractor has to ensure travelling of machine on left side of road.
- xi) A successful bidder shall maintain log sheet / Computer Record to enter the information about the day to day works allotted to them by the representative of their concerned Dy. Director (SWM) of the zone / Officer in charge of work.
- xii) 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 approved by VMC) 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.
- xiii) As a disciplinary measure, following penalties would be liveable so that the defaults are not recurred as per the penalty shown in the penalty table.

**Performance Guarantee For O & M contract work:**

For Operation and maintenance contract work, Contractor has to submit performance security deposit which shall be 5% of the one year O & M contract work amount based on daily 8 hrs working shift approved rate as a contract security. This guarantee (BG) shall be renewed timely (every yearly) till expiry of contract. The contractor shall furnish performance guarantee in the form of Bank Guarantee ( as per VMC rules) or by Demand draft/ pay order within 15 days from the date of order from any Bank as per VMC Circular and made payable to the "Municipal Commissioner, Vadodara Municipal Corporation". Payable at Vadodara which shall be released after the successful completion of the contract period, subject to no due certificate from the Corporation, If any amount is due from the contractor even after adjusting from monthly bills, the same will be recovered from this amount. If PG is delayed more than 15 days, interest will be charged for delayed period as per VMC rules.

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

- (ii) When any terms and conditions of the contract is breached
- (iii) When tenderer fails to comply the tender terms, scope of work and all necessary work instructions given time to time by VMC ; satisfactorily.

The decision of the Municipal Commissioner, VMC in this regard shall be final.

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

#### **Taxes and duties**

It shall be included in the indicated price. Tenderer has to quote the total price, net including of all taxes & duties , GST (as applicable) etc. and for evaluation and finalization purpose, the total price will be taken in to consideration. However any change in the GST tax, govt. statutory levies will be considered at actual for payment purpose for which contractor will have to submit necessary documentary proofs as required by department.

#### **ELECTRIC SUPPLY**

The contractor shall make payments of actual electric consumption bills to the electric supply company, as and when the same are demanded (if separate plot for parking & / or repair - maintenance given to them) In case of non-payment of electric bill & supply company issues notice for disconnection, the bill amount will be recovered from the regular monthly bill.

The electrical maintenance from time to time shall be carried out through license electrician/wiremen only and all precautions shall be taken to avoid any accidents/mishap.

The contractor shall follow all the mandatory condition of electric supply of company & take all the safety precautions as per statutory requirements. VMC department time and again during the entire contract period also will verify this.

#### **TOOLS & TACKLES**

The successful tenderer shall provide all the required tools and tackles for the operation maintenance of the equipment's. Solid Waste Management department time and again during contract period will verify this.

#### **WORKS TO BE CARRIED OUT**

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

## **CONTRACTOR'S SUPERVISION**

The contractor shall himself supervise the execution of works or shall appoint a competent person to act in his stead. If in the opinion of the Corporation the contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the contractor shall at his own expense employ or his accredited person, having experience in the field of Operation and Maintenance of Road Sweeper Machine deployed for such activities. Orders given to the contractor's person shall be considered to have the same force or if these had been given to the contractor himself. At least one common supervisor for all the machines shall be deployed by contractor for better coordination of work.

## **SAFETY PROVISIONS**

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

## **MATERIAL AND WORKMANSHIP**

The tenderer shall at his cost provide all materials required for the works. All materials to be provided by the tenderer shall be in conformity with the specifications laid down in the tender/as per the machine manufacturers specification/instruction, the contractor shall if requested by the Head, Solid Waste Management Department or his authorized representative furnish proof to the satisfaction of the Engineer or his authorized representative that the materials so comply. All charges on account of outcry, terminal or Sales tax and other duties on material obtained for the works from any source shall be borne by the tenderer.

The VMC or his authorized representative shall be entitled to have tests carried out for any material supplied/used by the contractor other than those for which as stated above, satisfactory proof has already been produced, at the cost of the contractor and the contractor shall provide at his expense all facilities which the Corporation may required for this purpose.

If no tests are specified in the Contract and the Corporation requires such tests, the tenderer shall provide all facilities required for the purpose and the charges for these tests shall be borne by the contractor.

## **OTHERS**

In order to maintain high standard of workmanship, the successful tenderer shall fix a schedule for cleanliness and maintenance of the equipment's. Sanitary conditions shall be maintained throughout the period, with hygiene and environment getting the top priority.

The successful tenderer shall provide small size plantations wherever possible inside the area allotted for Parking/ maintenance under O & M work to them.

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

The contractor shall be responsible for smooth and satisfactory operation and maintenance of the machines for 365 days round the year for a period of 10 (Ten) years from the date of start of work.

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

- (1) To operate and maintain the machines in accordance with manufacturer's (Self propelled (Ride On) Type Road Sweeping Machines) guideline. The machines attended to, by the contractor including any "Trouble shooting" to ensure smooth and trouble free operation.
- (2) The contractor shall prepare and implement, an effective operation and maintenance programme in consultation with Solid Waste Management Department, VMC. VMC will not provide any skilled or unskilled work force, machinery or equipment other than that specified in the tender document. It is absolute responsibility of contractor to look after all sorts of maintenance whether preventive or breakdown.
- (3) The contractor shall determine operating parameters for work mentioned above in scope of work.
- (4) For the smooth operation of the machines all the required equipment, machineries, units, accessories, consumables including Fuel (esc), grease, lubricating oils, cleaning agents, all types of epoxy paint, material required for house keeping and cleaning etc. are to be brought by the contractor. The quality of all consumable and spare as per manufacture recommendation shall be made available at site/workshop all the time and will be verified by Solid Waste Management department.
- (5) The contractor shall be responsible for keeping up-to-date record of documents including day to day log sheet of all the machines. The contractor shall maintain and update logbook / computer record in which details of operational parameters are recorded in every shift and at regular interval or as decided mutually.

The Contractor shall maintain separate checklist register for daily, weekly, fortnightly, monthly, quarter yearly, half yearly and yearly activities.

- (6) 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 equipment's as per manufacturer's specification and maintaining the record of the same. This will be verified by Solid Waste Management Department, VMC.
- (7) The contractor shall have to issue identity cards with photographs, uniform to all the staff employed for Operation and maintenance contract work.

It will be the responsibility of the successful tenderer to have comprehensive insurance coverage of all machines, equipment's etc. along with their operating staff at their cost. They are requested to note that there will not be any reimbursement in this regard by VMC. 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 VMC. However, they shall be liable to receive all the payments received by VMC (if claim amount issued to VMC by insurance company.) against the settlement of insurance claims from the Insurance Institutions / it can be directly reimbursed to the contractor by Insurance company. VMC 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 as per the requirements of VMC, for effective communication shall provide communication system/ equipment's including GPS system (if asked by VMC) at his cost, as per the VMC policy. At present VMC has decided to deduct Rs. 572/- per month per machine for GPS system hardware and software expenditure, if GPS fixed by VMC. Detailed policy - norms can be availed from VMC. Further if any change in policy will be made effective by VMC, same shall be applicable to contractor, including charges for the same. In the event if VMC ask contractor to provide GPS mechanism & its report system; then contractor has to do so without any extra cost. (if GPS not provided by VMC.)

#### **IMPORTANT NOTE:**

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

Contractor shall comply with all safety rules and regulations and all inter disciplinary measures as followed by the VMC and required for such services

The VMC 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 VMC 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 VMC should not be damaged. In such case any dispute/discrepancy occurs the decision of Dy. Municipal Commissioner (Workshop) will be final and will be binding to the contractor. Also if any expense is required to be made on this account by VMC, it will be deducted from Contractor's bill/SD.

All Central/State Government/Semi-Government/Local Body's Rules and Regulations pertaining to this contract & / or services shall be strictly followed and observed by the contractor without any extra cost to the VMC.

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

The Security Deposit will be paid back only after the completion of entire Contract period without any interest after deducting dues if any to be recovered from contractor.

The duration of the contract shall be for 10 years from the date of commencement of O & M work. However VMC reserves the right to terminate the contract at any time by giving 1 months (30 days) notice to the contractor.

At the end of O & M contract period, contractor shall hand over the Road Sweeper Machines as mentioned in tender. 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 VMC at the discretion of Municipal Commissioner & shall be binding to the contractor. This will be even recovered from the contractor from any of his dues &/or security deposit with VMC.

#### **AGREEMENT WITH MANUFACTURER FOR TECHNICAL BACKUP.**

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

#### **PAINTING:**

This work is also inclusive of painting of machines at the regular interval of two year (if machine found dirty) in normal case and as and when required in accidental/repairing situation. The Solid Waste Management 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 Solid Waste Management 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 / services.

Successful bidder will have to follow all the provisions of, Labour laws, P.F. Act, E.S.I. Act, Minimum Wages Act, workman compensation act etc. & have to incorporate changes made if any during contract period also.

Contractor will have to strictly follow the provisions of Factory Act 1947, wages Payment Act 1936, Bonus Act 1965, Employees Provident Fund & Miscellaneous Provisions Act 1952 & other Industrial & Labour Laws with latest amendments in act / rules related to this Operation & Maintenance Work. Contractor will not be given any relaxation regarding these provisions.

Routine / preventive / break-down maintenance of machines including all work that has to be performed with such machines are in the scope of Contract

Upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this contract, the VMC has the alternative right, instead of assuming charge of entire work, to place additional labour force, tools, equipment's and materials on such parts of the works, as the VMC may designate or also engage another Contractor to carry out the work. In such cases, the VMC 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 VMC. It should be specifically noted that wherever bank guarantee is required to be submitted, it should be from bank as per VMC approved bank list only.

#### **CONTRACT PERIOD**

The successful tenderer on award of contract shall have to commence the O & M work within 7 days from the receipt of machines.

The Contract will be for a period of Five years from the date of commencement of O & M work subject to annual renewal as under. The same can be extended for a further period of 2

(Two Years) Years by the corporation and on the terms and conditions mutually agreed upon in writing.

The Contract will be renewed automatically at the end of each year subject to the Contractor scoring at least a score of 75 under the following heads

**PERFORMANCE POINT CERTIFICATE TABLE:**

Sr. No	Head	Maximum Score	Score of the Contractor
1	Punctuality in providing sweeping machines and overall efficiency of working	35	
2	Behavior and discipline of the staff with VMC officers and employee during working	10	
3	Maintenance of sweeping machines.	35	
4	Maintenance of GPS system with related infrastructure	05	
5	Maintenance of Other infrastructure /facility for repair and maintenance of sweeping machines as per scope of work	10	
6	Maintenance of extra fast moving spares and consumable spares	05	
	<b>Total</b>	<b>100</b>	

The above score will be calculated at the end of each year. The performance shall be reviewed and reported by Solid Waste Management Department (for Sr.no.3, 5 and 6) and Zonal SWM Department (Sr.no.1, 2 & 4) of VMC (based on service requirement certification method can be changed by VMC - even can be judged based on monthly penalty statement) and at the end of the year it will be reviewed by Dy. Municipal commissioner (Workshop / SWM) (even from monthly penalty statement it will be concluded). If the average monthly score is above 75, the Contract will get automatically renewed.

**CONTRACT PRICE**

For O & M Contract Price will be as per the bid in the Annexure 4 and will be inclusive of all expenses necessary for the continuance of the O & M services under the contract. Such expenses shall include but not restricted to payments to RTA, Labor Authorities, Local and Municipal Authorities, Semi Govt., or any charges, deposits, fuels, taxes, oil, lubricants, levies, toll taxes, GST tax (if any) etc., connected with the service. The all-inclusive rate should be filled up in the respective column.

Rates quoted by tenderer shall be inclusive of GST and other terminal or tax etc. as may be applicable and will be fixed for entire contract period.

The corporation reserves the right to increase or decrease the scope of work by 25%. Contractor shall have to carry out 25% extra work at the same rate, terms and conditions if asked to do so.

On specific occasions, the corporation reserves the right to ask the contractor to provide additional services. The Contractor is bound to provide the same at a short notice of few hours. The rates for additional services requested by the commissioner will be mutually agreed upon between the Contractor and the commissioner.



## **WORKFORCE**

The contractor shall provide well-trained, disciplined, honest and sincere workforce, throughout the contract period and supervise their work regularly.

They should not pose any problem, nuisance to the general public. The contractor shall be solely responsible for the behaviors and honesty of its workforce.

The contractor shall appoint one supervisor (for respective tender part work) to ensure that services are rendered effectively. He must be available on site/at office during the working hours. At least one common supervisor (for respective tender part work) for the entire Nos. of machines as mentioned in tender.

The maintenance supervisor shall be qualified person, and with experience and competent and authorized by the contractor to take decisions at site. Such supervisor shall be deemed to have full authority of the contractor and any instructions given to him by the corporation officers shall be deemed to have been given to the contractor. The supervisor should be easily accessible at all times and should have a mobile phone with them at all times. The Contractor shall ensure that the supervisor or any other authorized representative shall invariably be available either in person or over the telephone within the city every day for taking necessary instruction and for proper co-ordination.

The tenderer shall indicate the manpower including supervisor & their labors he proposes to deploy and the methodology to be adopted. No decrease in the workforce shall be done once notified without prior written approval of the Municipal Commissioner / officer in charge of work. The commissioner may deduct suitable payments to the contractor if it is noticed that the workforce is reduced without prior approval.

Contractor shall provide suitable uniform to all their staff including shoes and photo identity card.

The contractor must verify antecedents of the employees to be provided by the contractor before deployment. The contractor shall engage no person having criminal record or who is not the citizen of India.

The contractor may, at his own cost and responsibility, consider increasing his workforce, equipment's, and materials in order to discharge contractual obligation.

The Municipal commissioner reserves the right to ask for the replacement of the personnel not found fit or suitable for undertaking the task assigned. The contractor shall do replacement without any extra cost to the corporation within one week of the order.

Contractor shall pay salaries /wages etc. through bank to his workforce adhering to the laws in force & all liabilities and responsibilities in respect of persons engaged by him shall lie with the contractor.

To avoid mishap or accident during the operation, the Contractor shall ensure that only skilled staff / drivers with sufficient experience in their respective trade and physical fitness are deployed on the job and are not put to over exertion as per prevailing labor laws of the State and / or Central Governments.

The staff/drivers deputed by the contractor during the course of contract must behave decently with the corporation's officer and staff. The Contractor shall withdraw such person who is found to be indiscipline, misbehaving, under or the influence of any intoxicant or whose services are considered detrimental to the corporation's Interest. On giving intimation to do so by the Municipal Commissioner or his authorized representative. The corporation will serve a Notice to the contractor if he fails to comply. Failure to replace the personnel

after issuance of notice by the corporation will be considered to be is sufficient ground for termination of the contract. It will not be binding to the corporation to justify the reasons to the Contractor for advising such withdrawal of staff.

The Drivers/operators of the contractor must be in possession of a valid professional driving license.

### **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 VMC. 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 VMC for any overtime work done by his staff to complete the task and for maintaining the cleanliness at various locations. The Contractor, through his supervisor, shall submit a report to corporation about number of workforce which have reported to work as against the agreed workforce (if asked by VMC).

### **OPERATIONS AND USE OF VEHICLES & EQUIPMENT'S**

The Contractor shall be fully conversant with all the laws applicable to the work under the contract including Motor Transport Work's Act 1961 and even any amendment thereof.

The contractor shall submit a detailed Operations and Maintenance schedule at the time of starting of work. The Contractor shall submit within four weeks of award of work. All Preventive Maintenance procedures and Corrective Maintenance procedures described in the Operations and Maintenance Manual shall be followed by the contractor.

The corporation shall have a right to charge the contractor for any damage caused to corporation assets during the performance of contract by the contractor and the same shall be recovered from the contractor in a month or from the amount payable to him.

Contractor shall keep enough spares for units for replacement during breakdown or preventive maintenance.

Materials used for Hydraulic units should be of standard make & as per instruction / specifications of SOLID WASTE MANAGEMENT of VMC.

It shall not be permissible for the contractor to dump or dispose of solid waste, garbage, or recyclables waste on any street, alley or other publicly owned property unless expressly authorized by the corporation.

Contractor shall submit daily / weekly/monthly report of the work done to the officer of concern deptt. and SOLID WASTE MANAGEMENT department; VMC from time to time in the Performa that may be prescribed.

### **PENALTY:**

The contractor shall be liable for penalty as under if he fails to perform his contractual obligations besides any other action; the Municipal Commissioner may decide to take as per the terms of the contract.

- All minor repairing & preventive maintenance shall be carried out within 24 Hrs. otherwise penalty will be imposed as per penalty shown in penalty table below, which will be deducted from the monthly bill of the contractor. Preventive

maintenance schedule shall be prepared in coordination with Solid Waste Management department.

- All major repairing shall be carried out within 7 days (however shall be confirmed by Engineer of Solid Waste Management, VMC ) otherwise penalty will be imposed as per penalty shown in penalty table, which will be deducted from the monthly bill of the contractor.

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 sweeping machines at every 24 months (if original color found damaged)	RS.100/- per vehicle per day till the same are painted.
3	The sweeping machines shall be exclusively used for VMC service only. Any deviation from this shall attract penalty	Rs. 5000/- for first such incidence and then after Rs. 10,000/- 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 VMC	Rs. 500/- per person for that shift/event.
8	If the supervisor is not found on the work during the prescribed working hours (At site / at their office)	Rs. 500/- per such incidence
9	If GPS system is found not working	Rs. 100/- per day till it starts functioning.
10	If camera / DVR system not working.	Rs. 500/- 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.

The penalty will be deducted from the monthly bill of the contractor. Further in above circumstances (sr.no. 7) VMC will be at liberty to use machine/s by an alternate arrangement and during such circumstances if any damage occurs to the Machine same also must be set right by the contractor for which no extra payment / claim will be reimbursed to the contractor by VMC. This shall be binding on the contractor.

The tenderer / contractor shall keep the machines in perfect working condition to the satisfaction of solid waste management. VMC.

#### **PAYMENTS FOR O & M 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 deptt. From time to time along with duly certified work certificates as by

respective department and work done certificate as per the format given by VMC, from zonal Dy. Director (SWM) / Officer in charge of the zonal level.

For O & M contract payment will be made only for those shifts/ working for which work has been carried out by contractor and approved by zonal SWM dept. / officer in charge of work on the basis of per 8 hour shift/ 12 hours/ two shifts (i.e. 16 hour shift) rate approved in tender.

Contractor will be paid on a monthly basis subject to his producing satisfactory performance certificate for work carried out from various departments as mentioned in the tender.

Income Tax as per statutory provision shall be borne by the Contractor. The corporation shall deduct all statutory taxes like advance Income Tax, GST - TDS etc from monthly payments being made to the Contractor.

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

In case the contractor decides to stop the work during the continuance of the contract or withdraws from the work without at least 60 days prior notice or if services are terminated by the VMC on account of Deficiency in Service, the 5% Security Deposit (performance security) amount shall be forfeited and the contractor shall have no claim on the same. Further, the corporation reserves the right to make alternative arrangements until new agency takes over. The additional cost incurred on the same shall have to be borne by the contractor

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

If due to less work &/or for any reason, VMC do not wish to run the machine/s for 8/12/16 hrs. shift then contractor will be paid on prorata basis for actual working hours on that day. VMC decision & rate calculation in such event/s will be final & binding to all.

Shift timing will be calculated (started) from start of machine from parking area & end will be when machine come back again to parking area which is provided / identified by zonal Dy. Dir. (SWM) / officer in charge of work However; contractor has to ensure fast & efficient movement of machine/s in all the case. If VMC finds any inefficiency; can take necessary actions including payment deduction & will be binding to contractor

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

In the event of any accident/damage to third party by any the machine of the corporation operated by the contractor, the corporation shall be completely free from any liability of any nature occurred on account of the accident. The Contractor will be fully and exclusively responsible for the liabilities arise on account of accident and damage to the vehicle, manpower or to the third party. The Contractor will be fully and solely responsible for any death or bodily injury to his staff member or any other person in the employment of the contractor or to any other person during the performance of the contractual services to the VMC. This includes any third party claims also.

The Contractor will be solely responsible for any consequences under various laws, arising out of any accident caused by vehicles, equipment's 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 VMC under the Contract.

### **INDEMNIFICATION**

The Contractor shall bear responsibility for loss of or damage to the property, suffered by VMC, death or injury to person (or any claim against VMC 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 VMC 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 VMC in respect of, resulting from, related to or arising out of any matter for which the VMC is entitled to be indemnified there under, and the reasonable costs and expenses thereof shall be subject to the indemnification obligations of the Contractor there under. The Contractor shall be liable for all payments, proceedings, and liabilities including payment of counsel fees.

The Contractor shall at all times indemnify the Municipal Corporation against all claims, damages or compensation under the provisions of Payment of Wages Act 1936, Minimum Wages Act 1948, and Departments Liability Act 1938, The Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Indian Factories Act 1948 and Maternity Benefit Act 1951 or any modifications thereof and rules made there under from time to time or as a consequence or any accident or injury to any workmen or other persons in or about the works, whether in the employment of the contractor or not, save and except where such accident or injury have resulted from any act of the Municipal Corporation, their agents or servants and also against all costs, charges and expenses of any suit, Action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the contractor be paid to his obligations and liabilities as above provided. The Contractor shall insure against all claims, damages or compensation payable under the various acts mentioned above or any modifications thereof or any other law relating thereto.

Income Tax as per statutory provision shall be borne by the Contractor. The corporation shall deduct all statutory taxes like advance Income Tax, GST TDS (if any) etc from monthly payments being made to the Contractor.

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

In case the contractor decides to stop the work during the continuance of the contract or withdraws from the work without at least 60 days prior notice or if services are terminated by the VMC on account of Deficiency in Service, the 5% Performance Security deposit amount shall be forfeited and the contractor shall have no claim on the same. Further, the corporation reserves the right to make alternative arrangements until new agency takes over. The additional cost incurred on the same shall have to be borne by the contractor

### **LIABILITY FOR DAMAGES AND RISKS**

The Contractor shall be responsible for all risks to the work and shall make good at his own cost, all loss or damage, whether to the works themselves or to any other Municipal property, or third party or to the lives, persons, or property of others, from whatsoever cause, arising out of, or in connection with the works, either during their progress or during the defects liability period, and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the Commissioner or the Corporation shall be called upon to make good any such costs, loss or damages, or to pay

compensation (including that payable under the provisions of Workmen's Compensation Act) to any person or persons sustaining damage as aforesaid by reason of any act or of any negligence or omissions on the part of the Contractor, the amount which the Commissioner may pay in respect thereof and the amount of any costs or charges (including law costs and charges) in connection with legal proceedings which he may incur in reference thereto, shall be charged to the Contractor. The Commissioner shall have full power and right at his own discretion to pay or to defend or compromise any claim which may be made against the Corporation for damage or in case of threatened legal proceedings, or in anticipation of legal proceedings being instituted, consequent on the action or default of the Contractor, to take such steps as he may consider necessary or desirable to ward off or mitigate the effect of such proceedings charging to the Contractor, as aforesaid, any sum or sums of money which he may pay and any expenses, whether for reinstatement or otherwise which he may incur and the propriety of any payment, defense or compromise, or of the incurrence of any such expense shall not be called in question by the Contractor and will be recovered from the contractor.

The Contractor shall be held responsible for any obligations, damages and fines etc. arising out of or in connection with the works either during their progress or during the defects liability period and shall indemnify the Municipal Corporation or the Commissioner against them and make good any such damages, fines and dues arising out of non-compliance of any regulation by the Contractor which may develop on the Corporation or the Commissioner.

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

### **INSPECTION**

The commissioner reserves the right to carry out inspection, as and when required without intimating the contractor, of the various locations where work is in progress. Any shortcoming found during inspection will be intimated to the contractor or his supervisor orally or in written which shall have to be attended immediately by the contractor or his supervisor. The penalties imposed on the contractor from time to time, shall be recovered from the Monthly Bill or adjusted against the 5% SD amount. The corporation reserves the right to treat continuous shortcomings as "Deficiency of Service" and terminate the Contract after giving one month notice.

### **FORCE MAJEURE**

i) Notwithstanding the provisions of above, the contractor shall not be liable for forfeiture of its Performance Security/ Contract Deposit, liquidated damages or termination or other failure to perform its obligations under the contract is result of an event of force Majeure.

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

iii) If a force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, 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.

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. VMC shall not be liable to make any payments to the contractor for it being affected on account of Force Majeure.

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

#### **CANCELLATION OF CONTRACT IN FULL OR IN PART**

- a. If the Contractor at any time makes default in proceeding with the work with due diligence and continues to do so after notice in writing of fourteen days from the Dy. Municipal commissioner (Workshop / SWM); or
- b. Commits default in complying with any of the terms and conditions of contract and does not remedy it within fourteen days after a notice in writing is given to him in that behalf by the Dy. Municipal commissioner (Workshop / SWM);, or

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

The Commissioner shall on such cancellation have powers to;

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

Any excess expenditure incurred or to be incurred by the Municipal Corporation in completing the works or part of the works or excess loss or



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

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

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

#### **FORECLOSURE OF CONTRACT IN FULL OR IN PART**

If at any time after acceptance of the tender the Commissioner shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any parts of the works to be carried out, he shall inform the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Municipal Corporation against any compensation or damage caused by the Excepted Risks.

#### **TERMINATION OF CONTRACT**

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

#### **GENERAL CONDITIONS OF CONTRACT**

- The machines shall be operated & maintained by the successful contractor with his personnel for a period of ten years from the date of initial execution of the work, SEVEN days a week for one shift and if required for two or three shifts. The tenderer has to quote for one shift of 8 hour, 12 hours and two shifts (i.e. 16 hours) per day as per price format. It may require operating the machine in two or occasionally in three shifts. If machine/s is/are operated for third shift (night shift) shift, additional payment will be done at the rate of two shifts plus one shift of 8 hours quoted by party &/Or sanctioned by VMC. The contractor shall employ required supervisor, mechanics, technicians, one driver cum operator, and skilled / unskilled labour per machine. The contractor shall arrange for fuel, lubricant, tools, spares and all

consumables and all other related materials & expenditures for smooth and uninterrupted working of sweeping machine during the period of contract.

- The contractor shall have to maintain logbooks & shift register, present register of the staff / has to show certificate for work done. Contractor has to get work done certificate from the concerned deptt./ officers of VMC where/ under whom machine/s put in use in the machine Log diary / certificate & copy of same must be enclosed along with monthly bill submitted to Solid Waste Management/concerned deptt ; (as per VMC instruction) VMC for payment procedure.
- For operating contract payment will be made only for those shifts for which work has been carried out by contractor on the basis of rate quoted &/or sanctioned in tender.
- For comprehensive maintenance contract penalty will be imposed on the contractor for delay work & off road period of the machine if it is delayed beyond reasonable time as mentioned below;
- All minor repairing & preventive maintenance work shall be carried out within 24 Hrs. otherwise penalty will be imposed & will be deducted from the monthly bill of the contractor for the days for which machine remain out of order as mentioned in penalty table.
- All major repairing shall be carried out within 7 days otherwise penalty will be imposed will be deducted from the monthly bill of the contractor for the days for which machine remain out of order as mentioned in penalty table.
- Minor work Includes: Routine service, Hose replacement, electrical work, external leakages (oil/water/cngl), mechanical / hydraulic settings, radiator work, general bodywork, clutch repairing, gear /transmission repairing minor work brush replacement brush setting, filter repair / replacement etc. These shall be carried out at site or at VMC's parking place or as the case may be and allowed by VMC.  
  
Major work Includes: Structural damages, Engine o/h related , Gearbox / clutch related major work , major hydraulic repairing like cylinder damage, major body work / chassis (structure) repairing work, Blower unit, conveyor belt, hydraulic system work for Truck Mounted Road Sweeper Machine etc.
- If contractor fails to provide the driver cum operator as per the requirement of VMC penalty will be imposed as mentioned in the penalty table & which will be deducted from the monthly bill of the contractor. Further in such circumstances VMC is at liberty to use the machine with alternate arrangement & if any damages occur to the machine, same also must be set right by the contractor for which no extra payment / claim will be reimbursed to the contractor by VMC and this shall be binding on the contractor.
- The contractor shall be required to take comprehensive insurance for all the machines during the contract period. It will be the responsibility of the successful tenderer to have insurance coverage of their operating staff also. They are requested to note that there will not be any reimbursement in this regard by VMC. As regards any mishap / accident happened on the road or at site, the successful tenderer will have to shoulder the complete responsibility of the same, right from registration of Police complaint, lodging / follow up of the insurance claim and facing the court trials etc. It shall be the responsibility of successful tenderer to set right the machine without raising any extra bills / claim against the same to VMC. However, they shall be liable to receive all the payments received by VMC (if issued to VMC by insurance company) against the settlement of insurance claims from the Insurance Institutions

as per rules / they can get reimbursement directly from the insurance company. VMC authorities shall give the full cooperation to the successful tenderer by signing the requisite documents necessary for raising the insurance claim up to settlement of the same.

- The work force provided by the contractor shall have to be properly dressed in uniform and shoes, safety gears for work requirement all the time. Each person provided by the contractor shall have to display the Identity Card on the uniform, with photo.
- Contractor has to arrange for all drivers, Mechanics, labour, etc. & incur their salaries, wages, etc. as per the prevailing rules and regulations & all liabilities and responsibilities also lies with him.
- The Contractor shall ensure that his personnel report to works everyday at designated time and continue working throughout the day. The Contractor shall make provision for presence of requisite manpower during national holidays and festivals etc. as per VMC requirement. The corporation for working on holidays, national holidays and festivals will make no separate payments. The Contractor shall ensure presence of his workforce at the specified time and place.
- The Contractor will be solely responsible for any consequences under laws, arising out of any accident caused by his vehicles, equipment's &/or his employees to the property or personnel of the corporation &/or third party under this contract.
- The corporation shall not be responsible for any claim / compensation that may arise due to damages / injury / death pilferage to the Contractor's vehicles, equipment's, property, staff and any third party or the property, under any circumstances while providing services under the Contract.
- Force Majeure shall mean such an Event or Circumstance or combination of Events and Circumstances which are beyond the reasonable control of the Affected Party and which the affected party could not have prevented by Good Industry Practice or by the exercise of reasonable skills and care for the purpose of discharging its obligations under the Contract. The Force Majeure will tend to have material adverse effect on the performance of such affected party.
- The Contract shall stand terminated at the end of the Contract period unless extended by the corporation in writing. In case if V.M.C. found continuous shortcomings in the services of the contractor, which will be treated as "Deficiency of Service" and VMC in such event can terminate the Contract with prior notice of 30 days.
- The contractor shall obtain all necessary approvals, permits and licenses to operate the said service. The corporation shall in no way be responsible for the loss occurring to the contractor on this count.
- The commissioner reserves the right to impose additional financial penalty not exceeding 10% of the monthly bill in a month in case the work is not found up to the mark, during the routine inspection carried out by the corporation's staff ( if required, in case of continuous lapses). The decision on amount of penalty within the above limit is at sole discretion of the Municipal Commissioner and shall be binding on the contractor. This penalty will be over and above the routine penalties as mentioned earlier for non-performance as per the conditions.
- The Contractor shall indemnify the corporation and its employees against any penalties as Principal Employer, for any failure of the Contractor to honor

various State Laws / Enactments / Contract Labour (R&A) Act 1970 (C) / Minimum wages Act / Bonus Act / EPF & MP Act etc. and any other law prevailing during the entire contract period.

- The successful Contractor shall have to submit performance security deposit which shall be 5% of the one year O & M contract work amount based on daily 8 hrs working shift approved rate as a contract performance security. This guarantee (BG) shall be renewed timely (every yearly) till expiry of contract. This will be released only after successful completion of the entire contract period and hand over of the machines in satisfactory working conditions to the SOLID WASTE MANAGEMENT, VMC and if there is no due to be recovered from the contractor for any reason. Further successful tenderer has to enter in to an Agreement with VADODARA MUNICIPAL CORPORATION as per rules within 15 days from the date of order.
- The operation & maintenance contract rate only a 5% increase per year shall be considered during the contract period.

The increase in rate as a 5 % for successive years will be paid to Contractor as shown in table below

SR. NO.	QUOTED RATE	INCREMENT
01	1st Year	approved Rate = A
02	2nd Year	$A \times 1.05 = B$
03	3rd Year	$B \times 1.05 = C$
04	4th Year	$C \times 1.05 = D$
05	5th Year	$D \times 1.05 = E$
06	6th Year	$E \times 1.05 = F$
07	7th Year	$F \times 1.05 = G$
08	8th Year	$G \times 1.05 = H$
09	9th Year	$H \times 1.05 = I$
10	10th Year	$I \times 1.05 = J$

- During the contract period, necessary infrastructure like parking / repairing plot/area, water, drainage, electricity will be provided by VMC. However if any temporary storage / repairing facility required to be created, same will be carried out by contractor at their own cost with prior approval of concerned VMC authority. At the end of / as per the direction of VMC even during the contract period, contractor has to vacate the place allotted to them & remove the facilities if any created by them without any delay.
- The Contractor has to arrange for O & M of machines outside of Vadodara city as and when required by VMC.
- Mobile phone and other communication equipment's shall have to be provided for each machine and to the supervisors for effective communication. Contractor has to arrange for 24 hrs. Complain register phone No. For effective communication.

- At the end of O & M contract period, tenderer has to hand over the machines in satisfactory working conditions acceptable to Municipal Commissioner &/or his authorized representative/s of Solid Waste Management deptt. Otherwise penalty will be imposed by VMC at the discretion of Municipal Commissioner & shall be binding to the contractor.
- All financial arrangement for this work shall be arranged by the Contractor. VMC 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, incase the cause is attributed to the cleaners/supervisors. The contractor shall have to get the same rectified at his own cost and risk, or otherwise, the corporation at the risk and cost of the contractor shall attend the same to.
- The Contractor shall ensure, at all times that his supervisors/cleaners do not misbehave with the corporation's staff or general public while on duty. The personnel found misbehaving shall be immediately removed from the work at the risk of the contractor.
- The corporation shall not be responsible for any injury/death to the any staff of contractor including drivers, supervisors, cleaners etc deployed by them. It is the responsibility of the contractor to ensure that his personnel follow the safety regulations strictly, which is in force from time to time.
- The Contractor shall obtain all necessary approvals, permits and licenses to operate the said service. The corporation shall in no way be responsible for the loss occurring to the contractor on this count.
- Contractor shall take all necessary insurances for the said work and workforce. Insurance for Third Party Liability arising out of Contractor's vehicle, equipment, cleaning agents or workforce shall also be taken from the first day of operation. Corporation shall not be responsible for any losses occurring to the Contractor or third party on this count.
- The commissioner reserves the right to impose financial penalty not exceeding 10% of the monthly bill over and above the penalty mentioned for various defaults in penalty clause in a month in case the work is not found up to the mark during the routine inspection carried out by the Municipal Commissioner or corporation's staff. The decision on amount of penalty within the above limit is sole discretion of the commissioner and shall be binding on the contractor.
- The Contractor shall maintain a First Aid Kit and other necessary medicines including bandages, antiseptic creams/liquid, anti burn cream/powder as required to attend to any emergency situations.
- The Contractor shall indemnify the corporation and its employees against any penalties as Principal Employer, 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 / any laws affecting such services etc.

- The tenderer shall note that Municipal Commissioner Of Vadodara shall not be responsible for any mishap or accident to workmen of the contractor or Municipal Corporation Of Vadodara's employee working at site, while performing these jobs and no compensation shall be payable by Municipal Corporation Of Vadodara . In case of mishap or accident, the amount of compensation decided by the concerned authorities will be kept in deposit from contractor's bills/ will be paid by contractor. The successful tenderer shall take all the precautions to avoid any damages to municipal property while working. If any damage is noticed, the charges for setting right the same will be recovered from their bills.

**RISK AND COST:**

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

The successful Contractor shall have to enter in to an Agreement with Vadodara Municipal Corporation.

This is subject to the jurisdiction of the competent court of Vadodara only.

**Contractor 's Sign With seal**

**Head of The Department  
SOLID WASTE MANAGEMENT.  
VADODARA MUNICIPAL CORPORATION**

## INFRASTRUCTURE & UTILITIES

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

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

Contractor 's Sign With seal

Head of The Department  
SOLID WASTE MANAGEMENT.  
VADODARA MUNICIPAL CORPORATION

## APPENDIX-2

### QUALIFICATION/ELIGIBILITY CRITERIA

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

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

**B. Registration**

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

- i). PF registration.
- ii). Labor Licence / ESIC Registration

C. Manufacturer &/or Supplier of such type of road Sweeper machines/vehicles **or** its authorized dealer / distributor **or** Municipal Street Sweeping work contractors having experience with Mechanized power sweepers of any capacity/type can take part in the tender for which necessary documentary proof should be enclosed with tender. If the tenderer is Authorized dealer/ Distributor of the manufacturer, a latest Authority letter should be submitted. If tender is quoted by Municipal Street Sweeping work contractor then he has to submit the details of Road Sweeping Machine he quote along with latest agreement for this tender with its machine manufacturer &/or supplier as per tender requirements to qualify in the tender. However machine manufacturer/ supplier must possesses requisite quantity and other criteria for machine supply and performance as mentioned in the experience clause. Necessary documentary proof shall be attached with the tender.

D. Certificate from Chartered Accountant about turn over must be attached.

**E. Financial Criteria:**

- a. The Average Annual financial turnover of the tenderer during the last 3 financial years (2022-23, 2023-24 and 2024-25) ending 31/03/25 should be at least 30% of the estimated cost of tender mentioned in table below. Separate Chartered Accountant's certificate shall be attached.
- b. The tenderer / Companies must have Bank solvency certificate of Nationalised / Schedule Bank / Banks as per VMC Circular amounting to not less 20% of the estimated cost of tender mentioned in table below. The solvency certificate issued shall not be older than one year.

Estimated tender value supply & First Year O&M Cost Rs in lakhs (rounded off)	Average turn over required Rs in lakhs (rounded off) @ 30% of tender estimated cost (supply & First Year O&M Cost)	Bank solvency required Rs in lakhs (rounded off) @ 20% of tender estimated cost (supply & First Year O&M Cost)
5530	1659	1106

If tender is quoted under JV/Consortium/ MOU arrangement , then combine financial & technical data of JV/Consortium/ MOU/ association members will be considered for technical bid evaluation.



**Experience Criteria Required for Manufacturer / Supplier of vehicles & Service Provider is as blow :**

**F. Experience Criteria: For Manufacturer/Supplier**

Manufacturer / principal supplier of the self propelled Mechanized Road Sweeper vehicles whose system are proposed in the tender shall have supplied at least minimum of following quantity of such or other type of self propelled mechanized Road Sweeper Machines of any capacity during last 7 years from the date of tender. All necessary documentary evidence shall be submitted along with the tender. It should be either of the following .

In Three ULB, works of Supply should not be less than 40% of the quantum / estimated supply value of this tender.		In Two ULB, works of Supply should not be less than 50% of the quantum / estimated supply value of this tender.		In One ULB, works of Supply should not be less than 80% of the quantum / estimated supply value of this tender.	Similar work means
i.e. supply of total 5 self propelled Sweeping Machines or shall be amounting to not less than Rs. 1659.00 Lakhs (rounded off) in any one year.	OR	i.e. supply of total 6 self propelled Sweeping Machines or shall be amounting to not less than Rs. 2074.00 (rounded off) Lakhs in any one year.	OR	i.e. supply of total 10 self propelled Sweeping Machines or shall be amounting to not less than Rs. 3318.00 (rounded off) Lakhs in any one year.	Manufacture / Supply of self propelled (ride on type road Sweeping machines of not less than 2.5 CMT Hopper capacity.

**Similar work means** work related to Manufacture / Supply of self Propelled Mechanized power road sweeping machines for Municipal Solid Waste Management work / Road Sweeping work in any Municipal Corporation/ ULBs / Government / semi Govt. organization/institutions / etc. directly & / or supplied / deployed through service provider (on rental / under O&M contract / integrated MSW project etc.)However all necessary documents evidence such as work order, etc. must be submitted in technical bid. All necessary documentary evidence shall be submitted along with the tender.

If tender is quoted by Vehicle manufacturer / supplier / authorized dealer alone then he must be having experience for providing services in integrated MSW project work / having experience of providing O & M services / rental contract based work (as mentioned in work experience criteria as service provider below) with such road sweeping Vehicles to any Municipal Corporation/ ULBs / Government / semi Govt. organization/institutions / etc. clientele Or must have tie up with service provider (under JV / association / MOU / Consortium etc arrangement) who is having experience either with own &/or with client's Vehicles (with any type of self propelled mechanized road sweeping vehicles) for providing MSW related self propelled Mechanized road sweeping work / Road Sweeping work in any Municipal Corporation/ ULBs / Government / semi Govt. organization/institutions / etc.

**G. Work Experience Criteria As Service Provider**

The tenderer should be the service provider of self - propelled Mechanized road sweeping machine of any type & / or capacity either on rental basis by providing their own machines &/or under O & M contract basis work by using department / authority's machines & / or under integrated waste management work by

using mechanized road sweeping machines. Tenderer must be having at least one years of continuous experience for above referred work. Necessary documentary proof shall be attached with the tender. A detail showing all works of similar types and magnitude or other as mentioned above) carried out and on hand with the tenderer along with certificate of satisfactory performance from the institution to whom the Tenderer has provided services should be also mentioned.

Tenderer must have executed below mentioned work in last 7 years as service provider of self propelled Mechanized road sweeping machine of any type & / or capacity either on rental basis by providing their own machines &/or under O & M contract basis work by using department / authority's machines & / or under integrated waste management work by using mechanized sweeping machines.:

He must be having the Experience of successfully completed similar work/s or on going works for at least one full (Continuous) years during last 7 years from the date of tender; it should be either of the following :

In Three ULB, Works which should not be less than 40% of the estimated work / daily deployment of machines of this tender.		In Two ULB, Works which should not be less than 50% of the estimated work / daily deployment of machines of this tender.		In One ULB, Works which should not be less than 80% of the estimated work / daily deployment of machines of this tender.
i.e. in any ULB for total 5 Vehicles per day or work value more than Rs. 552.00 (rounded off) Lakh	OR	i.e. in any ULB for total 6 Vehicles per day or work value more than Rs. 690.00 (rounded off) Lakh	OR	i.e. in any ULB for total 10 Vehicles per day or work value more than Rs.1105.00 (rounded off) Lakh

**Similar work means** providing services as service provider of self propelled Mechanized road sweeping machine of any type & / or capacity either on rental basis by providing their own machines &/or under O & M contract basis work by using department / authority's machines & / or under integrated waste management work by using mechanized road sweeping machines in any Central govt. organization/ State govt. organization /VMC /Municipal Corporations or any other Agency of Government of India or any of the State Governments / ULBs / Govt / Institute / Municipal Authority etc.

- H. Further, If tender is quoted by Municipal MSW Service Provider then he has to submit the details of self propelled Mechanized power road sweeping machines (as mentioned in PQ for respective tender part) he quote along with agreement with its machine manufacturer &/or authorized supplier as per tender requirements to qualify in the tender. Further self propelled Mechanized power road sweeping machines manufacturer/ supplier / dealer must possess requisite quantity and other criteria for machine supply and performance as mentioned in the above experience clause For Manufacturer/Supplier. However self propelled Mechanized power road sweeping machines manufacturer/ supplier / dealer must supplied 15 Nos Machine as per specification in last 7 year in India from the date of tender. Documentary Evidence in support of the same should be required from past customer with detailed specification as per specification of tender. Necessary documentary proof shall be attached with the tender.
- I. The tenderer shall furnish satisfactory performance certificate for machine supply from the past purchasers for at least total 2 customers of self propelled Mechanized road sweeping machines (as mentioned in PQ for respective tender part) for Vehicle supply & its working together with self-attested copies of purchase orders received from those client/s.

- J. The tenderer shall furnish a satisfactory performance certificate for service providing work from the past/ current customers for at least One work with details & it's working together with self-attested copies of order/s received from those client/s.
- K. All related duly self attested documents like work order, performance certificates, RTO Registration Book etc. shall be submitted with the tender. The tenderer shall furnish satisfactory performance certificate for the work executed by him. Necessary documentary proof shall be attached with the tender.
- L. The tenderer shall furnish the list of Municipal corporations /ULBs /Institutions etc. with Address & Tel. no. to whom equipment's have been supplied during the preceding five years and the numbers of equipment's/vehicles such supplied.
- M. If participants are Joint Venture / Consortium /MoU / association etc. then they should fulfil following conditions:

If the supplier is a Joint Venture / Consortium /MoU / association etc, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment 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 /MoU / association etc. The composition or the constitution of the Joint Venture / Consortium /MoU / association etc. shall not be altered without the prior consent of the Purchaser. Maximum two parties are allowed for such joint venture, consortium, or association.

Joint Venture / Consortium /MoU / association etc is permitted maximum up to 2 (two) members; Tie up details of Joint Venture / Consortium /MoU / association etc. members shall be submitted with documentary evidence along with tender.

All the members of the Joint Venture / Consortium /MoU / association firms etc all shall have to collectively satisfy all the criteria mentioned.

In case, the applicant Joint Venture / Consortium /MoU / association partner has achieved experience & financial criteria mentioned above in past, in Joint Venture / Consortium /MoU / association with other contractor (other then present Joint Venture / Consortium /MoU / association partner), the portion of the work (experience and finance) of the contractor included in their Joint Venture / Consortium /MoU / association Agreement in original contract work shall only be considered for evaluation purpose.

Joint Venture / Consortium /MoU / association etc shall comply with the following minimum requirements:

- a. The Joint Venture / Consortium /MoU / association etc shall be between maximum of 2 members including the prime bidder or the leader (Technical member) of the Joint Venture / Consortium /MoU / association etc.
- b. The Joint Venture / Consortium /MoU / association etc as a part of the Joint Venture / Consortium /MoU / association etc agreement shall declare and nominate the leader of Joint Venture / Consortium /MoU / association etc who will be deemed to be prime bidder.
- c. The Joint Venture / Consortium / MoU / association etc agreement shall clearly and unambiguously specify the roles, duties and responsibilities and stake of each of the Joint Venture / Consortium /MoU / association etc. members including binding of parties for execution of the project and till 5 years / expiry of the contract period which ever is later.
- d. The Joint Venture / Consortium /MoU / association etc. agreement shall be notarized and the agreement shall be attached with the qualification bid (technical) and shall not be modified and amended without prior approval of the Vadodara Municipal Corporation during the entire period of contract performance.

**N. Formation of Special Purpose Vehicle (SPV) for Project Execution**

The Selected Bidder may undertake and perform the obligations and exercise the rights of the

Selected Bidder under the Project including the obligation to enter into Agreement for the entire work of this Project through it's Special Purpose Vehicle ("SPV").

→ Formation of SPV is purely optional and if bidder wants to execute the project through SPV then Bidder has to submit the Name of Proposed SPV along with Tender document at the time of technical bid submission.

→ The selected bidder & / or its Director shall hold major equity stake in the SPV at all times during the term of the operation Period.

→ The SPV and Bidder, both will be equally liable for all tender conditions and regulation.

→ Performance bank guarantee / security deposit for the entire work shall be submitted by the SPV firm.

→ Any change in SPV structure, has to be approved by VMC

Moreover, all the administrative, legal & financial correspondence with VMC shall be done by SPV only.

### **Special Notes**

#### **O. Disqualification**

Disqualification Even though the Applicants meet the above criteria, they are subject to be disqualified if Applicant or any of its constituent partners have: - Made misleading or false representation in the forms, statements, and attachments submitted; or - Been debarred or terminated or blacklisted (and effect is continue on due date of this tender) by Central Govt. organization / State Govt. organization / VMC / Any Municipal Corporation / ULBs

In case of a proprietary firm, partnership, private ltd, limited firm the following are the disqualification in case of failure to disclose information by partners or the proprietor:

- (i) If, any of the directors, partners or the proprietor is debarred / blacklisted by Central govt. organization / State Govt. organization / ULB / Any Municipal Corporation / VMC or any other Agency of Government of India or any of the State Government.
- (ii) If, any of the directors, partners or the proprietor has a criminal history or has been convicted by any court of law for any of the offenses under any Indian laws.
- (iii) If, any criminal proceeding is pending in any court of law in India against any of the directors, partners or a proprietor and if any such proceeding culminates into conviction.
- (iv) If, any criminal proceeding is pending in any court of law in India against any of the directors, partners or a proprietor and if any such proceeding culminates into conviction.

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

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

**Contractor 's Sign With seal**

**Head of The Department  
SOLID WASTE MANAGEMENT.  
VADODARA MUNICIPAL CORPORATION**

### APPENDIX-3

#### Details of Tenderer

#### **Submit details of all members of Joint Venture / Consortium /MoU / association partners)**

1. (a) Name of firm :
- (b) Address of the office(s)
- (c) Date of incorporation and/or commencement of business

#### **Details of Service Provider**

- (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.  
  
Brief description of the Service Provider's main lines of business.
  3. Details of individual(s) who will serve as the point of contact / communication for VMC with the Tenderer / 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 bidder
    - (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

S.No	Details	Action	Remarks
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 Vehicles/ Equipment proposed to be supplied or is he the Authorized dealer/ Distributor of the manufacturer?	Put 'X' or 'V' Manufacturer <ul style="list-style-type: none"><li>• Authorized dealer.</li><li>• Distributor</li></ul> (Attach certificates)	
3	Details of Vehicles /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 tenderer and / or his authorized dealer / service provider have been black listed / work terminated by any civic authority/department / any govt. or semi govt. authority?	Say Yes / No.	
6	Details of / O & M contract basis / integrated project basis work for self propelled mechanized road sweeping work.		

**APPENDIX 4**  
**FINANCIAL QUOTATION**  
**COMPULSORY ONLINE**

**Financial Quotation for the Tender for Supply, Delivery, Testing, Commissioning along with Comprehensive Operation and Maintenance Contract Of Self propelled (Ride On) Type Road Sweeping Machines for Municipal Solid Waste Management as per VMC tender specifications, scope of work & terms - conditions.**

Date:

The Municipal Commissioner  
VADODARA MUNICIPAL CORPORATION.

Sub: Financial Quote for Tender for Supply, Delivery, Testing, Commissioning along with Comprehensive Operation and Maintenance Contract Of Self propelled (Ride On) Type Road Sweeping Machines for Municipal Solid Waste Management as per VMC tender specifications, scope of work & terms - conditions.

Dear Sir/Madam,

We, hereby, having reviewed and fully understood all the terms and conditions of this Tender Document, submit our financial quote for the supply of following equipment and its O & M work as per the tender terms and scope of work for your evaluation. The price quoted includes packing, forwarding charges, insurance, all taxes and duties etc. Delivery will be made at Vadodara, Gujarat at site specified by VMC and will be as per Appendix 1 of the Tender Document.

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

**SCHEDULE OF PRICE**

- 1. Supply, Delivery, Testing & Commissioning of Self Propelled (Ride On) Type Road Sweeping Machines mentioned in tender at for Municipal Solid Waste Management as per VMC tender specifications, scope of work & terms - conditions.**

Sr No.	Details	Required Qty.	Financial Quote PER UNIT (Rs.)	Total Amount Rs.
1.	Supply, Delivery, Testing & Commissioning Self Propelled (Ride On) Type Road Sweeping Machines mentioned in tender at (Part A) for Municipal Solid Waste Management as per VMC tender specifications, scope of work & terms - conditions.	12 Nos.		
1.1	Basic Price			
1.2	GST			



1.3	Other Taxes and Duties If any.			
1.4	Transportation			
1.5	Others			
	<b>Total</b>			

The price quoted above is net including all taxes and duties, entry taxes etc., Packing, Forwarding; Insurance charges are included in the indicated price. The prices are fixed and firm and are inclusive of all applicable taxes and duties as may be statutorily applicable.

**2. Comprehensive Operation and Maintenance Contract Of Self Propelled (Ride On) Type Road Sweeping Machines mentioned in tender at for Municipal Solid Waste Management as per VMC tender specifications, scope of work & terms - conditions ( 1<sup>st</sup> in warranty year).**

Sr. No.	Particulars	Qty.	Rate per shift of 8 Hrs. working per Vehicle per day Rs.	Rate per shift of 12 Hrs. working per Vehicle per day Rs.	Rate per shift of 16 Hrs. working per Vehicle per day Rs.
2.1	Comprehensive Operation Contract Of Self Propelled (Ride On) Type Road Sweeping Machines mentioned in tender at (Part A) as per VMC tender specifications, scope of work & terms - conditions mentioned in the tender for first in warranty year.	12 Nos.			
2.2	Comprehensive Maintenance Contract Of Self Propelled (Ride On) Type Road Sweeper Machines as per VMC tender specifications, scope of work & terms - conditions mentioned in the tender for first in warranty year.				
2.3	Sub Total of O & M cost (i.e. 2.1 + 2.2 above)				
2.4	GST				
2.5	Total of O & M cost (i.e. 2.3 + 2.4 above)				

**3. Comprehensive Operation and Maintenance Contract Of Self Propelled (Ride On) Type Road Sweeping Machines as per VMC tender specifications, scope of work & terms - conditions. (For Rest Out of warranty period)**

Sr. No	Particulars	Quantity	Rate per Machine Rs.		
			For 8 Hr. working shift/day (a)	For 12 Hr. working shift/day (b)	For 16 Hr. working shift/day (c)
3.1	Comprehensive Operation Contract	12 Nos.			

	Of Self Propelled (Ride On) Type Road Sweeper Machines (as mentioned at Part A) as per VMC tender specifications, scope of work & terms - conditions mentioned in the tender For Rest Out of warranty period.				
3.2	Comprehensive Maintenance Contract Of Self Propelled (Ride On) Type Road Sweeper Machines (as mentioned at Part A) as per VMC tender specifications, scope of work & terms - conditions. mentioned in the tender For Rest Out of warranty period.				
3.3	Sub Total of O & M cost (i.e. 3.1 + 3.2 above)				
3.4	GST				
3.5	Total of O & M cost (i.e. 3.3 + 3.4 above)				

**\* TENDERER HAS TO QUOTE AS PER ABOVE FORMAT ONLY in Online tender.**

*Please provide information on applicable fields.*

Yours faithfully,

For and on behalf of *(Name of Tenderer)*

*Duly signed by the Authorized Signatory of the Tenderer*

*(Name, Title and Address of the Authorized Signatory)*

**Tender Financial evaluation formula:-**

Note :- The decision of lowest rate will be on the basis of rates quoted for supply of Machines and O & M contract of different shifts (for in warranty & out of warranty period) and will be calculated as under

- **Total Cost for A** (For Supply Part) = Net rate of each Machines x Nos. of Machines mentioned in tender.
- **Total cost For O & M Part =**

**Rate of Tenderer for B :-** (for First Year - In Warranty Period)

Rate of tenderer For B =  $(0.6 \times a) + (0.2 \times b) + (0.2 \times c)$

Where; (Based on rate quoted For B)

a= Rate per 8 Hrs. working shift of O & M work per Machine per day Rs.

b= Rate per 12 Hrs. working shift of O & M work per Vehicle per day Rs.

c= Rate per 16 Hrs. working shift of O & M work per Vehicle per day Rs.

**Rate of Tenderer for C :-** (for Rest Years - Out of Warranty Period)

Rate of tenderer For C =  $(0.6 \times a) + (0.2 \times b) + (0.2 \times c)$

Where; (Based on rate quoted For C)

a= Rate per 8 Hrs. working shift of O & M work per Vehicle per day Rs.

b= Rate per 12 Hrs. working shift of O & M work per Vehicle per day Rs.

c= Rate per 16 Hrs. working shift of O & M work per Vehicle per day Rs

**E = Final Rate of Tenderer** = Rate of tenderer for B x 0.20 + Rate of Tenderer for C x 0.80

**Total Cost of O & M "F" = Final rate of tenderer 'E' x 313 days x Nos. of Machines mentioned in tender x 10 years**

**Total Cost G = Total cost for Machines supply A + total cost for O & M work "F"**

The tenderer whose " Total cost 'G' " Found lowest based on above formula will be treated as first Lowest bidder.

\* \* \* \* \*

## **Annexure – 1**

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

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

Date:-  
Place:-

Name of Tenderer:-  
Sign / Stamp

## Annexure - 2

### General Information:

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

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

### **Annexure -3**

Financial statements :

Attach self attested copy

- Bidder shall furnish Turnover certificate for financial year 2022-2023, 2023-24 and 2024-2025. Separate CA certificate shall be submitted.
- Bank Solvency Certificate.

#### Annexure-4

##### History of litigation & Black listing - debarring :

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

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

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

Also submit latest status along with documentary evidences.

**Signature in the seal of the Company**

**Annexure - 5**

**Undertaking**

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

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

Signature with seal of the company



## **Annexure - 6**

### **DECLARATION OF THE CONTRACTOR :**

**Name of Work :**

**Tender No :-**

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

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

**Annexure - 7**

**ON THE MANUFACTURER'S / DEALER'S / DISTRIBUTOR'S  
LETTER HEAD AUTHORIZATION FOR (MENTION ITEM NAME)**

**DATE :**

**To,**

**The Municipal Commissioner  
Vadodara Municipal Corporation  
Vadodara**

**Ref: Tender No: (PLEASE INSERT BID REFERENCE)**

Dear Sir,

We, (NAME OF THE OEM), who are the manufacturers / dealers / distributors of (NAME OF ITEM), having our office at (REGISTERED OFFICE / FACTORY ADDRESS) do hereby authorize (NAME OF THE BIDDER) to submit a bid, against above mentioned tender. The purpose of which is to provide the following equipment / parts (NAME OF ITEM) and to subsequently negotiate & sign the contract.

We hereby extend our full warranty for the above specified equipment offered by us, supporting the supply, installation & operational acceptance of the said equipment by (NAME OF THE BIDDER) against these bidding documents & duly authorize the said bidder to act on our behalf in fulfilling these guarantee & warranty obligations.

No other company other than (NAME OF THE BIDDER) unless authorized by a separate letter directly addressed to you mentioning the tender details, are authorized to bid, & conclude the contract for the above goods manufactured by us, against this specific tender.

We also hereby declare that during the contract (including warranty / defects liability), we will make our technical & engineering help available to (NAME OF THE BIDDER) to assist them on a reasonable cost & best effort basis, in performance of all their obligations to the purchaser under the contract.

For, (NAME OF THE MANUFACTURER / DEALER / DISTRIBUTOR)

**SIGNATURE  
NAME OF THE PERSON SIGNING THE LETTER  
DESIGNATION / AUTHORITY**

**Annexure –8**

**AFFIDAVIT \* Rs. 300 Stamp / Value as per new norms :**

**DECLARATION OF THE CONTRACTOR :**

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

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

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Signed by the Authorized signatory of the firm

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Title of the office

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Name of the firm

---

Date

Note: The affidavit format as indicated above to be furnished on non-judicial stamp Paper of amount as per latest rules and duly notarized.

## Annexure –9

### Format for Bank Guarantee for Bid Security (EMD)

B.G. No.

Dated:

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

Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

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

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\* (Rupees \*\*\*\*\* only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [\*\*\* (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by .....Bank

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

(Signature of the Authorized Signatory)

(Official Seal)