

\_\_\_\_\_ **MUNICIPAL CORPORATION**

**TENDER FOR**

**Comprehensive Road Sweeping with (\_\_\_\_) Nos. of Compact Heavy Duty Sweepers with single engine with 4 Cubic meters hopper capacity on BUY OWN OPERATE BASIS (BOO) - Part A for a period of 5 years and Manual Sweeping – Part B for a period of 5 five years**

**Tender No.**\_\_\_\_\_

**Corporation Engineer,**  
\_\_\_\_\_ **MUNICIPAL CORPORATION,**  
**Address:**

**PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY**

**Type A: 28 km x 4 sides (with footpath washing)**

**MUNICIPAL CORPORATION  
SAS Nagar, INDIA**

**Tender No.** \_\_\_\_\_

1. Name of Work **Comprehensive Road Sweeping with (\_\_\_) Nos. of Compact Heavy Duty Sweepers with single engine with 4 Cubic meters hopper capacity on BUY OWN OPERATE BASIS (BOO) - Part A for a period of 5 years and Manual Sweeping – Part B for a period of 5 five years**
  
2. Quantity \_\_\_\_\_Nos.
  
3. Earnest Money Deposit Rs.5.00 Lacs/- by way of Demand  
Draft drawn on any Scheduled Bank on or after Date. \_\_\_\_\_  
in favour of the Commissioner,  
Municipal Corporation  
payable at Mohali  
SAS Nagar  
Details of DD Enclosed:  
DD No.  
Amount
  
4. Name & Address of the Tenderer  
To whom the Tender  
Schedule is issued
  
5. Last date for receipt of Tender From \_\_\_\_\_ PM on \_\_\_\_\_  
Upto \_\_\_\_\_ PM on \_\_\_\_\_
  
6. Date & Time of opening of the Tenders  
(a) Technical Bid \_\_\_\_\_ at \_\_\_\_\_ AM  
(b) Price Bid \_\_\_\_\_ at \_\_\_\_\_ AM

**FIRMS / TENDERERS HAVING SIMILAR NATURE OF WORK EXPERIENCE ARE ELGIBLE**

**PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY)**

\_\_\_\_\_ **MUNCIPAL CORPORATION**  
\_\_\_\_\_, **INDIA**

**Tender No.** \_\_\_\_\_

1. Name of Work **Comprehensive Road Sweeping with (\_\_\_) Nos. of Compact Heavy Duty Sweepers with single engine with 4 Cubic meters hopper capacity on BUY OWN OPERATE BASIS (BOO) - Part A for a period of 5 years and Manual Sweeping – Part B for a period of 5 five years**
2. Circle / Section Transport Section
3. Period of Contract 5 years
4. Processing Fee Rs. \_\_\_\_\_/- in the shape of DD in favour of the Commissioner, \_\_\_\_\_ payable at \_\_\_\_\_
5. Bid download start date \_\_\_\_\_ at \_\_\_\_\_ PM
6. Bid download closing date \_\_\_\_\_ at \_\_\_\_\_ PM
7. Bid submission closing \_\_\_\_\_ at \_\_\_\_\_ PM
8. Bid submission Online
9. Date & Time of opening of the Tenders  
(c) Technical Bid \_\_\_\_\_ @ \_\_\_\_\_ AM  
(d) Price Bid \_\_\_\_\_ @ \_\_\_\_\_ AM
10. Place for tender opening Office of the Corporation Engineer  
Original documents & opening of Tenders \_\_\_\_\_
11. Officer Inviting The Corporation Engineer,  
\_\_\_\_\_, \_\_\_\_\_
12. Address / E-mail ID \_\_\_\_\_
13. Contract details \_\_\_\_\_

**PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY)**

**MUNICIPAL CORPORATION  
SAS Nagar, INDIA**

	<p><b><u>Procedure for Bid Submission</u></b></p>	<ol style="list-style-type: none"><li>1. Bids shall be submitted online.</li><li>2. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website <a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a></li><li>3. The bidders who are desirous of participating in e-procurement shall submit their technical bids, financial bids as per the standard formats. The bidders should scan and upload the below mentioned documents and submit all the hard copies duly self attested to CORPORATION ENGINEER, Municipal Corporation, SAS Nagar<ol style="list-style-type: none"><li>a) EMD in the form of Demand Draft payable in favour of the The Commissioner, Municipal Corporation SAS Nagar payable at SAS Nagar at any of the Scheduled bank branches for the amount indicated in Tender and it should be scanned and uploaded at the time of Tendering.</li><li>b) Valid Registration Certificate of the company / firm issued by the Registrar of Firms</li><li>c) Articles of association of the Company/firm (Self attested)</li><li>d) Valid registration Certificate and latest Clearance Certificate and turnover figures issued by the Chartered Accountant (Self attested)</li><li>e) Income Tax clearance Certificate (up to previous financial year) Self attested</li></ol></li></ol>
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***PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY***

**BIDDING DOCUMENT**

**Name of work:- Comprehensive Road Sweeping with (\_\_\_) Nos. of Compact Heavy Duty Sweepers with single engine with 4 Cubic meters hopper capacity on BUY OWN OPERATE BASIS (BOO) - Part A for a period of 5 years and Manual Sweeping – Part B for a period of 5 five years**

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**Part – A**

- I. Format of Technical proposal
- II. Tender documents to be uploaded

**Part – B**

- I. Commercial Format

***PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY***

**SECTION-I - NOTICE INVITING TENDER**

**Name of work:- Comprehensive Road Sweeping with (\_\_\_) Nos. of Compact Heavy Duty Sweepers with single engine with 4 Cubic meters hopper capacity on BUY OWN OPERATE BASIS (BOO) - Part A for a period of 5 years and Manual Sweeping – Part B for a period of 5 five years**

**OFFICER INVITING BIDS :** Corporation Engineer, \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_ Municipal Corporation requires \_\_\_ nos. Compact Heavy Duty Sweeper. We, now invite bids for O & M of Compact Heavy Duty Sweepers with single engine with 4 Cubic meters hopper capacity on BUY OWN OPERATE BASIS (BOO) ) - Part A for a period of 5 years and Manual Sweeping – Part B for a period of 5 five years

The Tenderers are required to bid for O&M with machines for 5 years along with 5 years Manual Sweeping. The bidders can have necessary information in any working day with prior written permission of the Corporation Engineer, \_\_\_\_\_.

Manufacturers / authorized Distributor of Compact Heavy Duty Sweepers with single engine are eligible to participate in the tender either individually or in consortium.

1. Scope of work : Same as Above
  - a) Working hours per shift : **8-10 Hours**
  - b) Period of completion. : 5 years
2. This will be a two part bids to be submitted, Part-A should contain Earnest Money Deposit (Demand Draft), and Experience Certificates, details of Annual turnover, net worth and total relevant details, while Part-B shall contain only Financial Bid. The Part-A, Technical bid will be opened initially and evaluated.
3. The tenderers should quote the prices both in figures and words, in Indian Currency. The prices quoted should be firm and inclusive of all taxes, levies, duties and all other charges complete. The tenderer shall quote the rates in the prescribed space in the prescribed form only.
4. The tenders can neither change the conditions, nor alter the units of the tender conditions.
5. E.M.D. to be paid by way of Crossed Demand Draft for an amount of Rs.5.00 lacs (Rupees Five Lacs only) from any scheduled bank payable at Mohali in favour of the “Commissioner, Municipal Corporation” SAS Nagar valid for 3 months.

Tenders without the EMD will not be accepted. The EMD remitted by the successful tenderer will be refunded after furnishing the performance security deposit in the form of DD from Nationalized or Scheduled Bank / Irrevocable and Unconditional Bank Guarantee and entering

into agreement. The EMD to the unsuccessful bidders will be refunded after the finalization of the contract.

6. The tenderer shall quote rates for the Operation & Maintenance of the relevant model specified in the tender only and not for any other / similar / irrelevant models.
7. Municipal Corporation reserves the right to accept or reject any tender either partly or wholly without assigning any reason thereof.
8. The decision of the Commissioner Municipal Corporation with regard to the Technical Bids will be final and no correspondence or representations will be entertained in this regard.
9. All disputes or suits arising out of this tender shall come under the jurisdiction of the courts in SAS Nagar city only.
10. The tenderer shall quote most competitive rates, lowest rate of the technically qualified bidders will normally be accepted.
11. The tender will be rejected, if the EMD amount paid is less than the prescribed amount / incomplete tender form is submitted / tender is submitted with any additional conditions.
12. The successful tenderer shall furnish a DD from Nationalized or Scheduled Bank / Irrevocable and Unconditional Bank Guarantee for **10% of the total yearly value** as Performance Security Deposit. The security deposit is liable to be forfeited either in full or in part, if the tenderer fails to take up the Operation & Maintenance as per the terms and conditions of the contract. The performance security deposit (DD / Bank Guarantee) will be returned after the completion of the contract period subject to due fulfillment of the contract.
13. The Tenderer is subjected to be black listed and the EMD forfeited if he is found to have misled or furnished false information in the forms / statements / certificates submitted in proof of qualification requirements or record of performance such as abandoning of work not properly completed in earlier contracts, inordinate delays in completion of the works, litigation history and / or financial failures and /or participated in the previous tendering for the same work and had quoted unreasonable high bid prices.
14. Even while execution of the work, if it is found that the contractor had produced false/fake certificates of experience he will be black listed and the contract will be terminated duly forfeiting his EMD / PSD.
15. Bidders need to contact the Corporation Engineer, Municipal Corporation SAS Nagar for any information/ clarification.
16. Period of Contract : 5 years

**PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY)**

**SCOPE OF WORK AND COMMERCIAL CONDITIONS**

**I. Scope of work**

1. The Bidder shall Deploy \_\_\_ **numbers** of Compact Heavy Duty Sweepers with single engine with 4 Cubic meters hopper capacity duly complying with the Technical Specifications set out in appendix-A within **2** months from the date of entering into agreement. **The bidder shall deploy appropriate manpower for manual sweeping as per details given in the tender (Part B).** The Contract period will be for 5 years, from the date of Commencement of Commercial Operations (COD). During the contract period it would be the responsibility of the Bidder to deploy, operate, maintain. The Bidder shall be responsible to undertake and execute all activities indicated herein. **The bidder shall bid for both Part A and Part B. Any bid which does not offer both Part A and Part B shall be rejected.**

- a. Sweeping of the roads (including service road) by deploying mechanical sweepers on a daily basis or as per the Implementation Plan;

**The road lengths are:**

**Type A: 28 km x 4 sides – Through Compact Heavy Duty Sweepers – Part A (to be done once in 2 days)**

**Type B: 50 km x 2 sides – Manual Sweeping – Part B (to be done once every day)**

**Type C: 250 km x 2 sides – Manual Sweeping – Part B (to be done once every day).**

**Mechanical washing of footpaths on commercial markets and alongside Type A roads will be done once in a week.**

**The schedule of roads to be swept shall be prepared in a manner that type A roads are swept mechanically every 2<sup>nd</sup> day. Type B and Type C roads shall be swept every day.**

**Payments will be made as per actual work done.**

- b. Manual brooming of the roads for any residual silt on the roads after mechanical sweeping
- c. Cleaning of kerbs, shoulder drains and side walks of the roads
- d. Transportation of the silt collection through mechanical and manual sweeping to the designated Locations;
- e. The Bidder shall ensure that the roads identified are kept and maintained clean and litter-free throughout the day. **The bidder is directed to offer the number of sweeping machines as per the above requirement and ensure that reserve machine is available so that work is not hampered.**
- f. The Bidder shall maintain the storm water drains free of garbage, paper, plastic



**PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY**

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- a) The bidder is responsible for Maintenance of GPS equipment and other advanced systems such as OSRT implemented by Contractors/Firms on the sweepers and machines to be deployed by the agency.
  - b) The bidder shall ensure for 100% attendance of **drivers and other workers** and make alternate arrangement with sufficient stand by
  - c) The bidder shall ensure for reporting the shift time schedules on time for drivers working on the machines **and other workers.**
  - d) The bidder has to carry out all the minor repairs such as Radiator leakage, engine water pump wheel hub, repairs on sweeping equipment, electrical works, external leakages (oil / water / diesel), mechanical / hydraulic settings, transmission settings, brake / steering jobs, brush replacement / repairs etc. shall be carried out within 24 hours
  - e) The bidder has to carry out all the major repairs such as structural / chassis, mechanism, engine, hydraulic motor and pumps, clutch overhaul etc. shall be carried out within (15) days.
  - f) The bidder has to carry out preventive maintenance of all the parts on daily basis. **The bidder shall maintain a small workshop for minor repairs within 3 months of award of job. The bidder shall ensure maintenance of consumables inventory in a manner that smooth functioning is ensured and the machine does not stop because of want of consumables.**
  - g) The bidder has to provide the prescribed uniform, safety wear, etc
  - h) The preparation period will be **2 months** within which the Contractor is expected to complete all requirements i.e., manufacture/ arrangement of new Compact Heavy Duty Sweeper (s) of required technical specifications and standards. **The Commercial operations shall commence immediately thereafter.**
2. Mobile phone shall be provided to each driver cum operator of Compact Heavy Duty Sweepers for effective communications.
  3. The Sweeping Machines shall be made available in working condition at the appointed time & place along with the operator, required quantity of fuel on all days, including Sundays, festivals and other holidays excluding 3 national holiday and festival of Holi. The Bidder shall make provisions for presence of requisite manpower during all holidays and festivals. The Bidder shall also ensure that all manpower deployed by them shall be given mandatory weekly off as required under the Contract Labor Act. However no separate payments will be made by the Corporation for working on Sundays, festivals and other holidays.
  4. The Bidder shall employ required supervisor, mechanics for the machines, besides one driver cum operator, per machine, incur their salaries, wages and all liabilities and responsibilities lies with him. The Bidder shall arrange for fuel, lubricant, tools spares and consumables and all other related materials & expenditures for Compact Heavy Duty Sweepers during the period of operation.

**PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY)**

5. The sweeping machines shall be operated & maintained by the contract agency with its personnel for the contract period on all seven days week during the entire year for **8-10 Hours** shift in a day. The tenderer has to quote the rate for operation of one shift per day of **8-10 Hours**. The shift timings will be counted from the parking Lot-to-parking Lot basis. **Occasionally the agency may be required to operate the sweeper for two shifts in a day. In case of emergency, if any additional hours are required, the same rate per hour will be adopted for the extra hours of operation.**
6. For 'Operation' part of the contract payment will be made only for that shifts for which service has been carried out by Bidder on the basis of per shift rate quoted in tender.
7. It will be the responsibility of the Bidder to have comprehensive insurance coverage of their operating staff as well as the equipment. They are requested to note that there will not be any reimbursement in this regard by Municipal Corporation. However Municipal Corporation authorities shall give the full cooperation to the successful bidder by signing the requisite documents wherever & whenever necessary.
8. During the contract period necessary infrastructure like parking/repairing plot will be provided by Municipal Corporation. Connections for W/S and Electricity will be obtained by Contractor with help of MC. **Parking and storage space shall be provided by Municipal Corporation to the contractor on free of cost basis.** Municipal Corporation will not make any additional payment on account of erratic power supply or scheduled /unscheduled power cuts. However if any temporary storage/ repairing facility required, same will be carried out by Service Provider at their own cost with prior approval of concerned authority. At the end of / as per the direction of Municipal Corporation even during the contract period, Service Provider has to vacate the place allotted to them and remove the facilities if any created by them without any delay.
9. The Bidders should make a clear note of the fact that they will be required to keep the **\_\_\_ Numbers** Mechanized Sweeping machines at different places / yards as per MC's necessity, the O& M staff has to be as such spread and stationed accordingly. The **machines** may be stationed as specified by Municipal Corporation officials.
10. The total amount of Monthly Charges will be payable **within 1 week of submission of bills. The bill for preceding month should be submitted not later than 7<sup>th</sup> of every month.**

**FUEL PRICE ADJUSTMENT**

11. **Change of Fuel Price will be given to the contract at the end of each quarter after the actual start of contract work. The base rate of fuel considered for calculation will be the rate applicable on the date of award of contract.** Fuel cost increase or decrease will be allowed every quarterly. The Fuel price in the 1<sup>st</sup> week after every quarter (immediate week after 90 days from C.O.D) will be taken in to account for calculating change in operational contract price. Fuel cost

increase or decrease will be allowed every quarterly. The formula for determining the increase or decrease in the rate from the base rate will be as under;

**Change in diesel part Rs.** = (current rate of op. contract) x (% age loading of

diesel part in op. contract ) x

(Rate of diesel in this quarter )

(Rate of diesel in previous quarter)

**New Rate of operation contract for quarter** = (Current rate of op. contract) ±  
Change in diesel part

***PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY***

**SECTION – II - INSTRUCTIONS TO TENDERERS**

**GENERAL CONDITIONS OF CONTRACT**

1. **Name of work:- Comprehensive Road Sweeping with (\_\_\_) Nos. of Compact Heavy Duty Sweepers with single engine with 4 Cubic meters hopper capacity on BUY OWN OPERATE BASIS (BOO) - Part A for a period of 5 years and Manual Sweeping – Part B for a period of 5 five years**
  
2. Scope of work : Same as Above
  - a) Working hours per shift : **8-10 Hours**
  - b) Period of Contract : **5 Years**
  
3. The Corporation Engineer Municipal Corporation SAS Nagar invites tenders for the above work, on behalf of Commissioner, Municipal Corporation SAS Nagar.
  
4. The successful tenderer shall handover the original DDs / Bank Guarantee towards performance security to the Corporation Engineer, Municipal Corporation SAS Nagar or his authorized representative directly or through his agent or by Registered Post or by courier service within the stipulated period.
  
5. The tenders will be opened by the Corporation Engineer, Municipal Corporation SAS Nagar or his nominee at his office on the dates mentioned in NIT. If the Office happens to be closed on the dates, the opening of tenders gets automatically postponed to the next working day, the time being unaltered, unless extended by a notification published in News papers or sent through Fax / telegrams to all those who purchased the tender documents or by corrigendum placed in e-procurement market place.
  
6. The successful tenderer is expected to provide O & M services within the time period specified in the NIT.
  
7. The contract price shall be fixed during entire contract period of 5 (Five) years, only diesel price (Fuel price) variation during the contract period will be considered. No increase will be given during the entire contract period.
  
8. Proof of Eligibility: - The Bidder shall have necessary experience, resources and financial capability criteria to qualify for the Service contract.

***PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY***

**QUALIFICATION / ELIGIBILITY CRITERIA**

1. Only duly registered Firm/Company can submit Bids. Provide Certificate of Registration. (Sales Tax/VAT/Excise duty/ Service tax etc.).
2. Manufacturers / Authorized Distributors of Compact Heavy Duty Sweepers with single engine are eligible to participate in the tender either individually (or) in consortium. Any agency having machines with specification mentioned in the bid can participate. However machine manufacturer / distributors must possess 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.
3. Cleaning of atleast **50** Kilometers / **3,00,000** sq.mtrs of roads or any other B.T. **and** concrete surface per day using mechanical sweepers of similar capacity for a minimum period of two years during the past 5 years under a Municipal Corporation in India / Airports / Ports / Government Organisations / PSUs.
4. Bidders should have been in the business of manufacture of Mechanized Cleaning Equipment for a minimum period of 5 years in case of manufacturer:
5. In case of the Distributors, the original manufacturing company of the Distributors should have been in the business of manufacture of Mechanized Cleaning Equipment for a minimum period of 5 years; Certificate of Incorporation and copy of the Registration Certificate to be submitted.
6. The Compact Heavy Duty Sweeping Machine should be a proven product from a proven manufacturer. The manufacturer should have produced at least 100 nos. of these machines in the last 3 years. At least 10 nos. of these machines as offered by bidder should be working in India with proven track record.
7. **Technically qualified bidders shall demonstrate the working of their machines before financial bids are open.**

**Financial Criteria:-**

The Bidder shall satisfy the following financial criteria as set out below.

1. The bidder must have sound financial strength to provide such service. **The average turnover of the company should be at least Rs.2.5 crores every year for the last 3 years or average Rs.4 Crores in the last 2 years.** A certificate to the extend from a Chartered Accountant / IT Statements / Experience Certificates should be submitted along with tender in Part-A.

**The bidder should not have been black listed/debarred from any central / state government undertaking in the last 5 years. An affidavit to this effect must be submitted by the bidder.**

***PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY***

**If participants are Joint Venture / Consortium them they should fulfill following conditions:**

1. If the bidder is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the contract and shall designate one party to act as a leader (Technical member either Manufacturer / Distributor) with authority to bind the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

**Joint Venture / Consortium must have worked together before in at least 1 (one) project.**

2. They should have legally valid consortium agreement as per the prescribed format for the purpose of participation in the bidding process.
3. Maximum three parties are allowed for such joint venture, consortium, or association, Manufacturer / Distributor (with Mechanical power sweepers of any capacity/type) shall only be allowed as main member. Partners of consortium may include principal Manufacturer / Distributor of Mechanical Power sweeping equipments (i.e. Municipal Street Sweeping work contractors with Mechanical Power Sweepers of any capacity /type.)
4. Consortium is permitted maximum up to 3 (three) members; however lead member should meet the technical experience (Either for Mechanical Power sweeping equipments Manufacturer / Distributor. Tie up details of consortium members with Manufacturer / Distributor for Mechanical Power sweeping equipments shall be submitted with documentary evidence along with tender.
5. Either Manufacturer / Distributor of Mechanical Power sweeping equipments (i.e. Municipal Street Sweeping work contractor with Mechanical power sweepers of any capacity/type &/r O&M work contractor) shall only be allowed as main member. Partner of consortium shall have tie up with Manufacturer / Distributor for Mechanical Power sweeping equipments. Consortium shall comply with the following minimum requirements:
6. The consortium shall be between a maximum of 3 members including the prime bidder or the leader (Technical member) of the consortium.
7. The consortium as a part of the consortium agreement shall declare and nominate the leader of consortium who will be deemed to be prime bidder.
8. The consortium agreement shall clearly and unambiguously specify the roles, duties and responsibilities and stake of each of the consortium members including binding of parties for execution of the project and till 5 years of period from the date of C.O.D.
9. The consortium agreement shall be notarized and the original agreement shall be attached with the qualification bid and shall not be modified and amended without prior approval of the Municipal Corporation during the entire period of contract performance.
10. The Prescribed formats for Consortium Agreement & Power of Attorney are given in Annexure-I& Annexure-II.

***PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY***

**Documentation to be used and referred:**

1. All applicants have to submit audited annual report/financial reports of last Three years ending **31-03-2014**. Firm that do not publish financial statements, such as partnerships, submit specially prepared statements. A qualified external auditor should certify such Statements. Annual report shall include the auditor's certification. Separate chartered Account's certificate shall be attached for Turn over data.

**Special Notes**

**(A) Disqualification:**

1. Even though the Application meet the above criteria they are subject to be disqualified and forfeiture of EMD (with approval of competent authority) and agency will be debarred, if Applicant or any of its constituent partners/ consortium members has:
  2. Made misleading or false representation in the forms, statements, and attachments submitted; or
  3. Been debarred by Central govt. organization/ State govt. organization or any other agency of Government of India or any of the State Governments / ULBs.
  4. In case of a proprietary firm, partnership firm the following are the disqualification criteria:
    - (i) If, any of the member/partner or the proprietor is debarred by Central Govt. organizations/ State govt. organizations or any other Agency of Government of India of any of the State Governments/ ULBs.
    - (ii) If, any of the partners of the proprietor has a criminal history or has been convicted by any court of law for any offenses under any Indian laws.
    - (iii) If, any criminal proceedings is pending in any court of law in India against any of the partner or a proprietor and if any such proceeding culminates into conviction in last seven years.

**Note:- The experience as sub contractor shall not be considered**

5. The audited balance sheets for at least 3 years during the last 5 years should be submitted to demonstrate the soundness of the Bidder's financial position, showing long-term profitability. Wherever necessary, Municipal Corporation will make enquiry with the bankers of the tender.
  - a) The Bidder should provide accurate information on any litigation history or arbitration resulting from contracts completed or under execution by him over the last five years. This should also include such cases, which are in process / progress. A consistent history of awards against the bidder or any partner of a joint venture may result in failure of the bid. In case the Bidder has not provided such information and comes to the notice of the authority, the tender of such bidder will be rejected at whatsoever stage after giving due notice in

writing and duly examining the all replies furnished in response. In such case all the losses that will arise out of this issue will be recovered from tenderer and any claims in this regard will not be entertained thereafter.

6. **Financial Offers of only those Bidders, who qualify as per the above parameters, would be opened.**



**PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY)**

**Annexure-A**

**Technical Specifications for the Compact Heavy Duty Sweepers**

1. The equipment should be able to sweep the road, street etc. at a speed of **14-16** km/h and the equipment should be capable of sweeping various materials like leaves pebbles and stones up to 100 mm size as well as dust. The equipment should have a dust collector container of 4 Cu. m. Capacity dust dirt etc. with water tank provision.
2. The equipment should have best technological arrangement to ensure that the dust content in the exhaust air, from machine is less than the existing / prevailing pollution control norms.
3. The equipment should be able to sweep an overall width of minimum 3000 mm in one sweep / pass.
4. The entire sweeping operation like lowering and raising of central and side brushes, suction nozzle, operating of sweeping brushes etc. should be hydraulic / pneumatic actuated. The container should have hydraulic tipping facility for dumping the collected material. Further, lowering / lifting and locking / unlocking of the rear dump discharge door. The collector container should also be operated hydraulically. Machine should be able to dump the collected waste directly in to our community storage tank (appx. Loading height 2200 mm).
5. The truck 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 **14-16** km/h. The truck should be capable of traveling at its normal / specified travel speed, when going for dumping / discharge of collected material.
6. The machine should have a wandering hose of 5 m length for clearing any heaps in inaccessible areas.  
Brooms: Prefab, disposable, polypropylene / nylon with steel reversible core.  
  
Side Brooms:  
The machine should have provision for side brooms which can sweep foot paths  
Polypropylene wire:  
Must be on both side of the sweeper with minimum 1000 mm diameter and speed control from cab  
Central brooms:  
The machine should have provision for central broom Polypropylene / nylon of atleast 1300 mm cylindrical width.
7. **The machine should have the provision to mechanically pickup heavy debris preferably through a belt conveyor system and** the vacuum suction system should incorporate a cyclonic separator OR other requisite system required **for** filtration system for efficient, trouble free & easy to maintenance & to ensure that the suction efficiency of the machine is not affected at any time during sweeping, due to dust load and the system shall meet statutory PM-10 Pollution Control Norms.

8. The machine should be self sufficient in all aspects including cleaning of dust load, during sweeping operation - with or without spray of water.
9. Machine must be able to handle both wet & dry type of waste without any trouble.

***PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS  
WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY***

10. The equipment should have a washing bar attachment at front / rear of the machine for the purpose of road washing. Also, the machine should have the attachment of high pressure system with hose for washing of footpaths.
11. The equipment should be equipped with 270° spray gun arm extensible up to 3600 mm for washing of footpaths.

**PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY)**

S.No.	Description	Minimum bid requirement
1	Type	Compact heavy duty sweeper with a single engine & with a minimum of 140 HP hydrostatic drive, centre broom and two side brooms. Truck mounted sweepers and Tractor towed sweepers with auxiliary engine is not acceptable.
2	Minimum Sweeping width (Centre broom, two side brooms and third front broom)	3000 mm
3	Container volume and material of construction	Minimum 4 cubic meters & above Stainless Steel
4	Dust Control	By water sprinkling nozzles
5	Water tank	<b>Light material with minimum 1000 liters capacity and have life time warranty</b>
6	Environmental compliance	Euro IV or above
7	SPEED a) Sweeping speed b) Travel speed	<b>14-16 KM / Hour</b> 40 km/hr
8	Minimum engine rating	Industrial engine of minimum 140 HP
9	Cab	Clear vision with power steering
10	Conveyor	Heavy duty construction and collect all types of material with the help of brooms
11	Central brooms	Prefab, disposable, polypropylene / nylon with steel reversible core of atleast 1300 mm cylindrical width.
12	Side brooms	Prefab, disposable, Polypropylene/nylon wire Must be on both side of the sweeper with minimum 1000 mm diameter and speed control from cab
13	Tyres	Heavy Duty
14	Hopper dumping	Front or Rear dumping from minimum 2200 mm height
15	Reflective Radium Paint	Reflective radium paint has to be coated to the vehicle as per RTA specifications

***PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY***

**Other Conditions**

- a) The Compact Heavy Duty Sweeping Machine should be a proven product from a proven manufacturer. The manufacturer should have produced at least 100 nos. of these machines in the last 3 years. At least 10 nos. of these machines should be working in India with proven track record.
- b) The bidder shall maintain minimum store of reusable parts (consumables) and other spares at all times. This minimum reserve should be 15% of the yearly requirement.
- c) The successful bidder shall guarantee availability of spare parts and supply the same throughout the life of the equipment as and when ordered, within a reasonable time period. The bidder shall also set up sales and service facility in Municipal Corporation, within 2 months from the date of placing order & inform Municipal Corporation.
- d) The bidder shall also supply operation and maintenance manual showing detailed operation procedures including list of Do's & Don'ts, blown up views of all major components and sub-assembly, detailed procedure for overhauling and replacement of each component, trouble shooting and remedies, lubrication schedule and preventive maintenance checklist for daily, weekly and monthly. Successful bidder shall provide 1 set of operator's and maintenance manual with each machine.
- e) In case of Imported Equipment, current valid Letter of Authority and support letter in favor of Commissioner Municipal Corporation for providing After Sales Service and Spare Parts Support for 10 years duly notarized to be enclosed with the Bid.

**12. Earnest Money Deposit**

The EMD deposit may be forfeited, if the bidder withdraws its bid during the period of 'Bid validity' or in case of the successful bidder fail to sign the contract or fails to furnish the performance security.

**13. Period of contract**

The period of Operation & Maintenance of new Road Sweeping machines on BOO basis contract will be 5 Years from the C.O.D.

**14. Firms Ineligible to Tender:**

- i) The contractor himself or any of his employees is found to be Gazetted Officer who retired from Government Service and had not obtained permission from the Government for accepting the contractor's employment within a period of 2 years from the date of his retirement.

- ii) The Contractor or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.

Note: Near relatives include

1. Sons, step sons, daughters, and stepdaughters.
2. Son-in-law, and daughter-in-law.
3. Brother-in-law, and sister-in-law.
4. Brothers and Sisters.
5. Father and Mother.
6. Wife / Husband.
7. Father-in-law and Mother-in-law
8. Nephews, nieces, uncle and aunts
9. Cousins and
10. Any person residing with or dependent on the contractor.

15. Even though the tenderers meet the above qualifying criteria, they are liable to be disqualified / debarred / suspended / blacklisted if they have

- Furnished false / fabricated particulars in the forms, statements and /annexure submitted in proof of the qualification requirements and/or
- Not turned up for entering into agreement, when called upon.
- Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or
- Participated in the previous bidding for the same work and had quoted unreasonably high tender percentage and
- Even while execution of the work, if found that the work was awarded to the Contractor based on false / fake certificates of experience, the Contractor will be blacklisted and work will be taken over.

#### 16. **Cost of Tendering**

The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the tender inviting authority will in no case be responsible and liable for those costs.

#### 17. **Contents of Tender document.**

One set of Tender document, comprises of the following:

Technical Bid

- 1) Notice Inviting Tenders (NIT)
- 2) Instruction to Tenderers
- 3) Forms of Tender and qualification information
- 4) Conditions of Contract (General & Special).
- 5) Forms of Securities. i.e., EMD etc.,

Price Bid

Price bid (Financial Bid).

18. **Clarification on Tender Documents**

A prospective Tenderer requiring any clarification on Tender documents may contact the Tender Inviting Officer at the address indicated in the NIT. The Tender Inviting Officer will also respond to any request for clarification, received through post.

19. **Amendment to Tender Documents**

Before the last date for submission of Tenders, the Tender Inviting Officer may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment / Addendum.

20. Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document and it shall either be communicated in writing to all the purchasers of the Tender documents or notified in the News Papers in which NIT was published.

21. To give prospective Tenderers reasonable time to take an addendum into account in preparing their bids, the Tender Inviting Officer may extend if necessary, the last date for submission of tenders.

**PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY**

**SECTION – III**

**Terms & Conditions for Comprehensive Road Sweeping with (\_\_\_) Nos. of Compact Heavy Duty Sweepers with single engine with 4 Cubic meters hopper capacity on BUY OWN OPERATE BASIS (BOO) - Part A for a period of 5 years and Manual Sweeping – Part B for a period of 5 five years**

1. The sweeping machines shall be operated & maintained by the contract agency with its personnel for the contract period on all seven days week during the entire year for **8-10 Hours** shift in a day. The tenderer has to quote the rate for operation of one shift per day of **8-10 Hours**. The shift timings will be counted from the parking Lot-to-parking Lot basis. Occasionally the agency may be required to operate the sweeper for two shifts in a day. In case of emergency, if any additional hours are required, the same rate per hour will be adopted for the extra hours of operation.
2. The agency shall arrange for a required quantity of fuel, hydraulic oils, and lubricants for the operation of the daily shift. The agency shall also arrange for required tools, spares consumables like brushes, hose pipes etc., and shall have to employ one driver-cum-operator one helper per machine and required technical person.
3. The tenderer will have to submit their quote for the operation part based on the current market rates of fuel and likely enhancement of fuel.
4. During the contract period necessary infrastructure like parking / repairing plot will be provided by Municipal Corporation. Connection for W/S and electricity will be obtained by the Contractor with help of Municipal Corporation. Municipal Corporation will not make any additional payment on account of erratic power supply or scheduled / unscheduled power cuts. However if any temporary storage / repairing facility is required, the same will be carried out by the agency with the prior approval of the MC. At the end of the contract period the agency shall remove all such infrastructure created by them if desired by the Municipal Corporation. However no extra payment shall be made by MC either for creation of any facility or for removal of such facility or for leaving such facility contract period.
5. Mobile phone shall be provided to the Driver-cum-Operator by the agency and shall remain in working condition throughout the contract period. No separate payment will be made for this.
6. The agency shall maintain log book/shift register. It would be the responsibility of the agency to make available the Sweeper in working condition with the requisite crew, and fuel adequate for one shift operation at the specified time at the parking yard. The staffs of the Health Section of Municipal Corporation SAS Nagar appointed / assigned to this work make necessary entries in the logbook / shift register. The extract of the log book duly signed on daily basis by the SS/ AMOH and countersigned by the DMC on monthly basis shall accompany the monthly bill.

**PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY)**

**PENALTIES:**

7. For maintenance part penalty will be imposed on the agency for the delay in carrying out the maintenance beyond stipulated periods as follows:
- a) All minor repairs, preventive maintenance shall be carried out as per schedule otherwise penalty upto 10% of the 'Maintenance Cost of one shift' for the off road shifts will be deducted from the monthly bill of the agency provides non-payment for non-working hours. Penalty will not be imposed if the agency provides the sweeper for one additional shift to clear the back log without claiming any extra payment. Minor repairs shall include Radiator leakage, engine water pump wheel hub, repairs on sweeping equipment, electrical works, external leakages (oil / water / diesel), mechanical / hydraulic settings, transmission settings, brake / steering jobs, brush replacement / repairs etc.
  - b) All major repairs shall be carried out within 15 days otherwise penalty upto 10% of the 'Maintenance cost of one shift' for the off road shifts will be deducted from the monthly bill of the agency provides non-payment for non-working hours. Penalty will not be imposed if the agency provides the other sweepers for one additional shift to clear the back log without claiming any extra payment, major repairs shall consist of jobs related to structural / chassis, mechanism, engine, gear box, clutch overhaul, and other relatively complicated jobs where considerable time will be required for procuring the necessary spare parts / sophisticated equipment.  
**At the time of repair, one standby equipment shall be provided by the contractor.**
  - c) Whenever certain major repairs are required to be carried out in the factory outside \_\_\_\_\_ City for restoration of equipment and machinery to normal working condition it shall be done within (30) days including the time taken for to & fro transportation to the any facility. Beyond which time Penalty at 20% of the 'Maintenance cost of one shift' for the off road shifts will be deducted from the monthly bill for each machine of the agency provides non-payment for non-working hours. Whenever the agency intends to carryout such refurbishment job the \_\_\_\_\_ shall have to be intimated at least one week in advance so as to enable the department to make alternate arrangement during that time. This will be permitted only once per machine during the contract period.  
**At the time of repair, one standby equipment shall be provided by the contractor.**
8. If the agency fails to provide the Driver-cum-Operator as per the requirement penalty up to 20% of the operation charges of one shift will be imposed for those shifts for which the Driver-cum-Operator has not been provided apart from non-payment for non-working hours. Under



such circumstances the Municipal Corporation will be at liberty to operate the machine by using the services of any other company trained Driver-cum-Operator.

9. The agency has to appoint all drivers, helpers and incur their salaries / wages and all other incidental liabilities. The Municipal Corporation will not reimburse these costs separately. It would be responsibility of the agency to have proper insurance coverage to their operating staff. There will not be any separate reimbursement towards this by Municipal Corporation. **All workers shall be covered under EPF/ESI or any other Govt. instructions.**
10. The agency has to ensure that their operating personnel report at the specified paring place everyday at the designated time and continue working for the specified shift duration. The agency will have to make provision for presence of requisite manpower during national holidays and festivals. No separate payment will be made by Municipal Corporation for working on holidays and festivals.
11. The Contractor will be solely responsible for any consequences under laws, arising out of any accident caused during the operation & maintenance of these vehicles / equipments to his employees.
12. The corporation shall not be responsible for any claim / compensation 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 vehicle shall be suitably insured and all drivers operating the vehicles shall have the suitable licence to do so.**
13. The agency shall obtain all necessary approvals, permits and licenses pertaining to his personnel to operate the said service. The Corporation shall in no way be responsible for the loss occurring to the contractor on this count.
14. The Commissioner, Municipal Corporation reserves the right to impose financial penalty as follows:

Sl. No	Description	Tender Conditions	Fine
1	Maintenance of the machine not good	Shall be responsible for any kind of damages occurred to the Vehicles of the third party and physical loss, during the course of this Contract, due to negligent and rash driving of the vehicle by the drivers and he shall take all steps for the repairs of the vehicle on his own expenses and no part of the said amount is disbursable by Municipal Corporation.	Cost of the repairs

2	Trips / Days	The firm/ contractor is responsible for Maintenance of GPS equipment and other advanced systems such as OSRT implemented on the vehicles deployed by the agency.	Cost of the GPS equipment
3	Trips / Days	The firm/ contractor is responsible for 100% attendance driver and making alternate arrangement with sufficient stand by	1000.00 Per Day
4	Timing / Distance	The firm/ contractor is responsible for reporting the shift time schedules on time for drivers	1000.00 Per Day
5	Preventive maintenance	Preventive maintenance of all the parts has to be done on daily basis	1000.00 Per Day
6	Communication	Non use of mobile by any of Supervisor / Manager & Operator	100.00 Per Day
7	Driving License	Not keeping valid driving license	200.00 Per Day
8	Uniform	If any of the contractor's staff at the Machine is found to be working without the prescribed safety wear, uniform etc.	100.00 Per Day

15. The decision on amount of penalty within the above limit is sole discretion of the officer authorized by Commissioner and shall be binding on the agency. However the cumulative amount of all the penalties imposed in one month will not exceed 5% of the contract amount for that month per machine.
16. The contractor shall indemnify the Corporation and its employees against any penalties as Principal Employer, for any failure of the agency to honour various State Laws / Enactments / Contract Labour / Minimum Wages Act / Bonus Act / EPF Act etc.
17. The O&M contract price shall be fixed during the entire contract period of 5 years only diesel price (fuel price) variation during the contract period will be considered. No other increase will be given during the entire contract period.
18. Agency should have a separate agency for fixing of GPS equipment on hire basis and to generate reports. Agency will install GPS devices on the sweeping machines and record the starting time of works ending time of works, No. of KMs swept at and submit the records along with the monthly bills. The final bills will be passed based on the GPS Data recorded which is fitted on to the vehicle of the GPS records are not arrived the payments will not be made. The agency is responsible for security for the fitted GPS equipment and ensure there are no damages to it.
19. During the contract period necessary infrastructure like parking / repairing plot, will be provided by Municipal Corporation. Municipal Corporation will not make any additional payment on account of erratic power supply or scheduled/unscheduled power cuts. However, if any temporary storage / repairing facility required, same will be carried out by contractor at their own cost with prior approval of

concerned authority. At the end of / as per the direction of Municipal Corporation 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 actual charges of W/S and Electricity will be borne by the contractor.

20. Mobile phone shall have to be provided for each Sweeping machine Driver-cum-Operator for effective communication and use for OSRT images.
21. All disputes or suits arising out of the contract shall come under the jurisdiction of the courts of SAS Nagar city only.
22. The agency should deploy the machines within (60) days from the date of issue of Work Orders.

***PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY***

**SECTION – IV - PREPARATION OF TENDERS**

- 1. Language of the Tender.**
  - 1.1 All documents relating to the tender shall be in the English Language only.
- 2. Documents comprising of the Tender.**
  - 2.1 The bidders who are desirous of participating in the bid shall submit their technical bids, price bids etc., in the standard prescribed in the tender documents.
  - 2.2 The prices quoted should be firm and inclusive of all taxes, levies, duties and all other charges complete. The tenderer shall quote the rates in the prescribed space in the prescribed form only.
- 3. Validity of Tenders:**
  - 3.1 Tenders shall remain valid for a period of not less than three months from the last date for receipt of Tender specified in NIT.
  - 3.2 During the above mentioned period no plea by the tenderer for any sort of modification of the tender based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.
  - 3.3 In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Officer may request the bidders to extend the period of validity for a specified additional period. Such request to the Tenderers shall be made in writing. A Tenderer may refuse the request without forfeiting his E.M.D. A Tenderer agreeing to the request will not be permitted to modify his Tender, but will be required to extend the validity of his E.M.D. for a period of the extension.
- 4. Earnest Money Deposit**
  - 4.1 E.M.D. to be paid by way of Crossed Demand Draft for an amount of Rs. 5.00 Lacs /- (Rupees) Five Lacs Only from any scheduled bank payable at Moahli in favour of the “Commissioner, Municipal Corporation SAS Nagar. Tenders without the EMD will not be accepted. The EMD remitted by the successful tenderer will be refunded after furnishing the performance security deposit in the form of DD / Bank Guarantee and entering into agreement. The EMD to the unsuccessful bidders will be refunded after the finalization of the contract.
  - 4.2 The earnest money deposited by the successful tenderer will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender
  - 4.3 The E.M.D. shall be forfeited.
    - (a) If the Tenderer withdraws the Tender during the validity period of Tender.
    - (b) In the case of a successful Tenderer, if he fails to sign the Agreement for whatever the reason.
  - 4.4 In consideration of the Corporation Engineer, Municipal Corporation SAS Nagar undertaking to investigate and to take into account each tender and in consideration of the work thereby involved, all earnest monies deposited by the tenderer will be forfeited to the MUNICIPAL

CORPORATION in the event of such tenderer either modifying or with-drawing his tender at his instance within the said validity period of three months.

**5. Signing of Tenders.**

- 5.1 If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a corporation it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence. Tenders signed on behalf of G.P.A. holder will be rejected.
- 5.2 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Tender Inviting Officer, or as necessary to correct errors made by the Tenderer, in which case all such corrections shall be initialed by the person signing the Tender.

**SECTION – V - SUBMISSION OF TENDERS**

**1. Submission of Tenders:**

- a) The bidders should scan and upload the EMD, details of experience certificates, Annual turnover, net worth and total relevant details and submit all the hard copies duly self attested to CORPORATION ENGINEER.
- b) Original DD towards EMD issued by Nationalized Bank/ Scheduled Commercial Bank which is valid for a period of three months from the date of tender notice.

**2. Last date / time for Submission of the Tenders.**

- 2.1 Tenders must be submitted not later than the date and time specified in NIT. In the event of the specified date / time for the submission of bids declared as holiday, the bids will be received on the next working day.
- 2.2 The CORPORATION ENGINEER may extend the dates for issue and receipt of Tenders by issuing an amendment in which case all rights and obligations of the CORPORATION ENGINEER and the Tenderers will remain same as previously.

**SECTION – VI- TENDER OPENING AND EVALUATION**

**3. Clarification on the Technical Bid.**

- 3.1 The tender opening authority may call upon any tenderer for clarification on the statements, documentary proof relating to the technical bid. The request for clarification and response thereto shall be in writing and it shall be only on the qualification information furnished by the tenderer. The clarification called for from the tenderers shall be furnished within the stipulated time, which shall not be more than a week.

- 3.2 The tenderer if so desirous, shall agree in writing to furnish the clarification called for within the stipulated time and, for disqualification and rejection of his tender in the event of failure to do so.

#### **4. Examination of technical Bids and Determination of Responsiveness**

- 4.1 The CORPORATION ENGINEER, \_\_\_\_\_ will evaluate whether each Tenderer is satisfying the eligibility criteria prescribed in the tender document and declares them as a qualified Tenderer.
- 4.2 If the technical bid of a Tenderer is not satisfying any of the eligibility criteria it will be rejected by the CORPORATION ENGINEER \_\_\_\_\_. However, in case the tender accepting authority detects any error in the evaluation of Tenders by the CORPORATION ENGINEER, \_\_\_\_\_ the tender accepting authority while returning the tenders as the case may be, may direct to re-evaluate the tenders.

#### **5 Price Bid Opening:**

- 5.1 The Price Bid of the Unqualified Tenderers will not be opened and the E.M.D. of the unqualified tenderers will be returned after the finalization of the tenders.
- 5.2 Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence conditions the Tender accepting authority shall communicate the same which will be binding both on the tender opening authority and the Tenderer. In case of any ambiguity, the decision taken by the Tender Accepting Authority on tenders shall be final.

#### **6 Evaluation and Comparison of Price Bids**

- 6.1 The CORPORATION ENGINEER, will evaluate and compare the price bids of all the qualified Tenderers.
- 6.2 Negotiations at any level are strictly prohibited. However, good gesture rebate, if offered by the lowest tenderer prior to finalization of tenders may be accepted by the tender accepting authority.

#### **7. Process to be Confidential.**

- 7.1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced by the tender accepting authority. Any effort by a Tenderer to influence the processing of Tenders or award decisions may result in the rejection of his Tender.
- 7.2 No Tenderer shall contact the CORPORATION ENGINEER, or any authority concerned with finalization of tenders on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the CORPORATION ENGINEER, it should do so in writing.
- 7.3 Before recommending / accepting the tender, the tender recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience. The authenticated agreements of previous works executed by the lowest tenderer shall be called for.

***PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY***

**SECTION – VII - AWARD OF CONTRACT**

**1. Award Criteria**

- 1.1 The CORPORATION ENGINEER will award or recommend to the Competent tender accepting authority for award of the contract to the Tenderer who is found Technically qualified as per the Tender conditions and whose price bid is lowest.
- 1.2 The tender accepting authority reserves the right to accept or reject any Tender or all tenders and to cancel the Tendering process, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the reasons for such action.

**2. Notification of Award and Signing of Agreement.**

- 2.1 The Tenderer whose Tender has been accepted will be notified of the award of the work by the CORPORATION ENGINEER, prior to expiration of the Tender validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called “Letter of Acceptance”) will indicate the sum that the MUNICIPAL CORPORATION will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Amount”).
- 2.2 When a tender is to be accepted the concerned tenderer shall attend the office of the CORPORATION ENGINEER concerned on the date fixed in the Letter of acceptance. Upon intimation being given by the CORPORATION ENGINEER, of acceptance of his tender, the tenderers shall submit performance security deposit wherever needed by way of Demand Draft obtained from a Nationalised / Scheduled Commercial Bank or Irrevocable and Unconditional Bank Guarantee with a validity period of required months, and sign an agreement in the form prescribed by the department for the due fulfillment of the contract. Failure to attend the CORPORATION ENGINEER’s office on the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the Earnest Money deposited. The written agreement to be entered into between the contractor and the Government shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contract on behalf of the Government.
- 2.3 The successful tenderer has to sign an agreement within a period of 15 days from the date of receipt of communication of acceptance of his tender. On failure to do so his tender will be cancelled duly forfeiting the E.M.D., paid by him without issuing any further notice and action will be initiated for black listing the tenderer.

**3. Corrupt or Fraudulent Practices**

The MUNICIPAL CORPORATION require that the bidders / suppliers / contractors under MUNICIPAL CORPORATION financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government

- (a) Define for the purposes of the provision, the terms set forth below as follows:
  - (i) “corrupt practices” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a Government official in procurement process or in contract execution: and
  - (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish in Tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.
- (b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government Contract.
- (d) Further more, Tenderers shall be aware of the provisions stated in the General Conditions of Contract.

#### **4. Bid Security**

The EMD may be forfeited, if the bidder withdraws its bid during the period of ‘Bid validity’ or in case of the successful bidder fail to sign the contract or fails to furnish the performance security. No interest will be paid on the EMD.

#### **5. Period of contract**

The period of O&M contract will be for a period of 5 years from the date of C.O.D.



**PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY)**

**PART – A**

**Format of Technical Proposal**

(The upload documents are to be submitted by the Bidding Company along with the other documents required)

To  
The Corporation Engineer  
\_\_\_\_\_Municipal Corporation,  
Address: \_\_\_\_\_

Dear Sir,

**Sub:- Comprehensive Road Sweeping with (\_\_\_) Nos. of Compact Heavy Duty Sweepers with single engine with 4 Cubic meters hopper capacity on BUY OWN OPERATE BASIS (BOO) - Part A for a period of 5 years and Manual Sweeping – Part B for a period of 5 five years**

Pursuant to the Tender document, issued by the \_\_\_\_\_, \_\_\_\_\_, I / We hereby submit my / our completed proposal for the captioned subject. Please find enclosed our Technical Proposal in respect of the selection of Service Provider for ‘**Comprehensive Road Sweeping with (\_\_\_) Nos. of Compact Heavy Duty Sweepers with single engine with 4 Cubic meters hopper capacity on BUY OWN OPERATE BASIS (BOO) - Part A for a period of 5 years and Manual Sweeping – Part B for a period of 5 five years**

I/We hereby confirm the following:

I/We have examined in detail and have understood the terms and conditions stipulated, in the Tender Document issued by \_\_\_\_\_ and in any subsequent communication and reply to any other queries concerning this project sent by \_\_\_\_\_. We agree and undertake to abide by all these terms and conditions.

The information submitted with respect to our Proposal criteria is complete, is strictly as per the requirements stipulated in the Tender, and is correct to the best of my/ our knowledge, understanding and belief. I/We would be solely responsible for any errors or omissions in our proposal. I/We certify that we meet and shall adhere to meet continued eligibility criteria under.

I/We acknowledge the right of \_\_\_\_\_ to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

That I/We have not been barred by the \_\_\_\_\_ or Municipality / Municipal Corporation, Central/ State Government, from participating in providing any such service and the bar subsists as on the date of Application.

That I/We in the last three years, have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral judicial authority or a judicial pronouncement or arbitration award against the bidder, nor have I/We been expelled from providing any such service or

I/We do not have any outstanding dues against \_\_\_\_\_.

As required by the terms and conditions of the TENDER document, I / We enclosed herewith the EMD as Bid Security for Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) issued by (name of Indian Scheduled Bank and Branch) dt.

For and on behalf of :

**Signature** :

**Enclosures:** Proposal & other information as per tender requirements.

***PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY***

**PART – A  
TENDER DOCUMENTS TO BE UPLOADED**

1. Details of the Bidder are required to be filled in the following tabular format:

<b>Sl. No.</b>	<b>Description</b>	<b>Details of description</b>
1	Name of the Bidder	
2	Registered office address	
3	Address for correspondence along with Phone & Fax Numbers	
4	Brief write-up about the organization	
5	Key Technical & Management Personnel who will be associated with this service	
6	Experience certificate from the department(s) for which the bidder has worked	
7	Name, Full Address & Phone Number of the Authorised Service Provider (Sec Clause C-1 of Tender Schedule)	

**PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY)**

**2. Details of experience :**

<b>YEAR</b>	<b>Name of the organization for which the bidder has worked</b>	<b>Scope of work</b>
2008-09		
2009-10		
2010-11		
2011-12		
2012-13		
Any other experience related to this field, in past (years)		

(\*attach documents in support)

**3. Details of financial capacity :**

<b>YEAR</b>	<b>Turnover*</b>	<b>Net Worth*</b>
2010-11		
2011-12		
2012-13		

(\*\* Attach copies of certificate issued by Chartered Accountant)

All the hard copies of the bid documents along with all enclosures must be submitted before the opening of the Technical bid

**PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY**

**ANNEXURE-I  
Format for Consortium Agreement**

(On non-Judicial stamp paper of Rs 100/- to be purchased in the name of any one of the executants i.e., Lead Member or any other member of the Consortium being formed)

THIS Consortium Agreement executed on this ..... day of ..... Two thousand Thirteen By:

M/s..... a Company / Membership Firm / Sole Proprietorship Organisation incorporated under the AC/Laws of ..... and having its Registered / Head office at..... (hereinafter called the “Lead Mmember/First Member” which expression shall include its successors); and

M/s ..... a Company/Membership Firm/ Sole Proprietorship Organisation incorporated under the Act/Laws of ..... And having its Registered/Head office at..... (hereinafter called the “ Second Member” which expression shall include its successors ) and

M/s ..... a Company/Membership Firm/ Sole Proprietorship Organization incorporated under the Act/Laws of ..... And having its Registered/Head office at..... (hereinafter called the “Third Member” which expression shall include its successors ) and

The lead Member / First Member, the Second Member and the Third Member shall collectively hereinafter be called as the “ Consortium Members” for the purpose of submitting a bid proposal to the \_\_\_\_\_Municipal Corporation, being a Local Authority having its Head office at \_\_\_\_\_, India (hereinafter called the “\_\_\_\_\_”) in response to the invitations of bids vide “Tender No.\_\_\_\_\_” (Hereinafter called as Bid Document) for “**Procurement & Comprehensive Road Sweeping with (\_\_\_) Nos. of Compact Heavy Duty Sweepers with single engine with 4 Cubic meters hopper capacity on BUY OWN OPERATE BASIS (BOO) - Part A for a period of 5 years and Manual Sweeping – Part B for a period of 5 five years**” as per the Scope of Work Stipulated in the Bid Document(hereinafter called as “ The Transaction”).

WHEREAS QUALIFCATION/ELIGIBILITY CRITERIA under SECTION-II of the Bid Document, stipulates that maximum of Three bidders may form a Consortium among themselves and apply against this tender specifications, provided they fulfill the following eligible criteria;

1. They should have legally valid Consortium agreement as per the prescribed format for the purpose of participation in the bidding process. The total no o a Consortium shall be limited to three members.
2. One of the Consortium member(s) should possess the experience of Cleaning of at least 200 Km of roads or any other BT/concrete surface per day using mechanical sweepers for a minimum period of one year during the past five years under a Municipal Corporation in India/Airports/Ports/Government Organisations/PSUs.
3. Manufacturer/distributor(with Mechanical power sweepers of any capacity /type) shall only be allowed as the lead member. Lead member should meet the technical experience (Either for Mechanical Power Sweeping Equipments Manufacturer/ distributor).

4. Partners of the Consortium may include principal manufacturer / Distributor of mechanical Power sweeping equipments /municipal Street Sweeping work contractors with Mechanical Power Sweepers of any capacity/type).
5. Consortium as a whole shall meet all the qualifying norms specified in the tender, they participate.
6. All the Consortium member(s) shall authorize the lead member by submitting a power of Attorney as per the prescribed format duly signed by the authorized signatories. The lead member shall be authorized to receive instructions for and on behalf of all member of the Consortium and entire execution of the contract.
7. The Consortium and its members shall be jointly and severally responsible and be held liable for the purpose of guaranteed obligation and any other matter as required under the contract.
8. Any member of the Consortium member(s) shall not be eligible either in an individually capacity or part of any other Consortium to participate in the tender, where the said Consortium participates.
9. Work order will be placed to lead member of the Consortium.
10. In addition to the above the Lead member of the bidder(s) should submit the following documents in part-A bid as qualifying terms.
  - Certificate of Registration (Sales Tax/VAT/Excise Duty/Service Tax etc)
  - PAN
11. The prescribed formats for Power of Attorney ( Annexure-II) is provided in the tender specification as enclosures.

AND WHEREAS The members of the Consortium together shall strictly comply with the QUALIFICATION/ELIGIBILITY CRITERIA under SECTION-II of the Bid Document.

AND WHEREAS bid has been proposed to be submitted to the \_\_\_\_\_ by Lead Member based on this Consortium agreement between all the members, signed by all the members.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises, in the event of the selection of Consortium as successful bidder, all the parties to this Consortium Agreement do hereby agree abide themselves as follows:

1. M/s..... shall act as Lead Member for and on behalf of Consortium/ Consortium Members. The said Consortium / Consortium Members further declare and confirm that they shall jointly and severally be bound and shall be fully responsible to the \_\_\_\_\_ for **Comprehensive Road Sweeping with (\_\_\_) Nos. of Compact Heavy Duty Sweepers with single engine with 4 Cubic meters hopper capacity on BUY OWN OPERATE BASIS (BOO) - Part A for a period of 5 years and**

**Manual Sweeping – Part B for a period of 5 five years** as per the Scope of Work, and successful performance of the works, obligations under the same by the Lead Member are as follows:

2. Despite any breach by the Lead Member or other Member(s) of the Consortium agreement, the Member(s) do hereby agree and undertake to ensure full and effectual and successful performance of the Contract with \_\_\_\_\_ and to carry out all the obligations and responsibilities under the said Contract in accordance with requirements of the Contract with role & responsibilities as specified hereunder.

Sl.No	Consortium Member	Role & Responsibilities
1	Lead Member	
2	Second Member	
3	Third Member	

3. If the \_\_\_\_\_ suffers any loss or damage on account of any breach of the Contract or any shortfall in the performance in meeting the performance guaranteed as per the specifications in terms of the Contract, the Members(s) of these presents undertake to promptly make good such loss or damages caused to the \_\_\_\_\_, on its demand without any demur. It shall not be necessary or obligatory for the \_\_\_\_\_ to proceed against Lead Member to these presents before proceeding against or dealing with the other Member(s). The obligation of each of the member is absolute and not independent of the Consortium or any member.
4. The financial liability of the members of this Consortium agreement to the \_\_\_\_\_, with respect to any of the claims arising out of the performance on non-performance of the obligations set forth in the said Consortium agreement, read in conjunction with relevant conditions of the Contract shall, however, not be limited in any way so as restrict or limit the liabilities of any of the members of the Consortium agreement. The liability of each member is absolute and not severable.
5. It is expressly understood and agreed between the Members to this Consortium agreement that the responsibilities inter se amongst the Members shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members shall not in any way be a limitation of joint and several member shall ensure performance under the agreement(s), the same shall be deemed to be a default by all the Consortium Members. It will be open for the \_\_\_\_\_ to take any steps, punitive and corrective action including the termination of contract in case of such default also.
6. This Consortium agreement shall be construed and interpreted in accordance with the laws of India and shall be subject to exclusive jurisdiction within \_\_\_\_\_ in all matters arising there under.

7. In case of an award of a Contract, all the Members to the Consortium agreement do hereby agree that Lead Member shall furnish Performance Security Deposit by way of DD from Naitonalised or Scheduled. Bank / irrevocable & unconditional Bank Gurantee for Rs15,00,000/- ( Rupees Fifteen Lakhs only) in the prescribed format and as per terms of the contract.



**PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY)**

- 8. It is further agreed that the CONSORTIUM agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till the \_\_\_\_\_ discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.
- 9. Capitalized terms used but not defined herein shall have the meaning as assigned to them in the Tender Document and /or the agreements.
- 10. In case of any dispute amongst the members of the Consortium, \_\_\_\_\_ shall not be in any way liable and also the Consortium members shall not be absolved from the contractual obligation in any manner.

**IN WITNESS THEREOF** the Members to the CONSORTIUM agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

1. Common Seal of <.....> For lead/First Member has been affixed in my /our presence Pursuant to the Board of Director’s resolution dated.....

( Signature of authorized representative)  
Name.....  
Designation.....  
Common Seal of the Company

2. Common Seal of <.....> For Second Member has been affixed in my /our presence Pursuant to the Board of Director’s resolution dated.....

( Signature of authorized representative)  
Name.....  
Designation.....  
Common Seal of the Company

3. Common Seal of <.....> For Third Member has been affixed in my /our presence Pursuant to the Board of Director’s resolution dated.....

( Signature of authorized representative)  
Name.....  
Designation.....  
Common Seal of the Company

**WITNESSES:**

1.....

(Signature)  
Name.....  
(Official address)

2.....

(Signature)  
Name.....  
(Official address)

**PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY**

**Annexure – II**

**FORM OF POWER OF ATTORNEY FOR CONSORTIUM**

(On Non- Judicial Stamp Paper of Rs 100/-  
to be Purchased in the Name of CONSORTIUM)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Members whose details are given hereunder..... have formed a CONSORTIUM and having our Registered Office(s)/Head Office(s) at .....(hereinafter called the 'Consortium' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) do hereby constitute, nominate and appoint M/s..... a Manufacturer/Distributor/company incorporated under the laws of ..... and having its Registered/Head Office at ..... as our duly constituted lawful Attorney (hereinafter called "Lead Member") to exercise all or any of the powers for and on behalf of the CONSORTIUM to participate in bidding for **Comprehensive Road Sweeping with (\_\_\_) Nos. of Compact Heavy Duty Sweepers with single engine with 4 Cubic meters hopper capacity on BUY OWN OPERATE BASIS (BOO) - Part A for a period of 5 years and Manual Sweeping – Part B for a period of 5 five years** as per the Scope of Work stipulated therein for which bids have been invited vide "Tender No \_\_\_\_\_, dated. \_\_\_\_\_" by the \_\_\_\_\_, to undertake the following acts:

- (i) To submit proposal, participate and correspond in respect of the aforesaid Bid – Specification of the \_\_\_\_\_ on behalf of the "Consortium".
- (ii) To negotiate with \_\_\_\_\_ the terms and conditions for award of the contract pursuant to the aforesaid Bid and to sign the contract with the \_\_\_\_\_ for and on behalf of the "CONSORTIUM".
- (iii) To do any other act or submit any document related to the above.
- (iv) To receive, accept and execute the contract for and on behalf of the "Consortium".
- (v) To submit the contract performance security in the form of a Demand Draft/ unconditional & irrevocable Bank Guarantee in the prescribed format and as per terms of the contract.

It is clearly understood that the Lead Member shall ensure performance of the contract and if one or more Member fail to perform their respective portion of the contracts, the same shall be deemed to be a default by all the Members.

***PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY***

It is expressly understood that this power of Attorney shall remain valid binding and irrevocable till completion of the contract period i.e., Five years from the Commencement of Commercial Operations (COD) in terms of the contract.

The CONSORTIUM hereby agrees and undertakes to ratify and confirm all the whatsoever the said Lead Member quotes in the bid, negotiates and signs the Contract with the \_\_\_\_\_ and / or proposes to act on behalf of the CONSORTIUM by virtue of this Power of Attorney and the same shall bind the CONSORTIUM as if done by itself.

IN WITNESS THEREOF the Members Constituting the CONSORTIUM as aforesaid have executed these presents on this ..... day of ..... Two Thousand Thirteen under the Common Seal (s) of their Companies.

for and on behalf of  
the Members of Joint Venture/ CONSORTIUM

1. ....
2. ....
3. ....

The Common Seal of the above Members of the CONSORTIUM:  
The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....  
Name .....  
Designation.....  
Occupation.....
2. Signature.....  
Name .....  
Designation.....  
Occupation.....

**PART A (COMPREHENSIVE ROAD SWEEPING WITH COMPACT HEAVY DUTY SWEEPERS WITH SINGLE ENGINE WITH 4 CUBIC METERS HOPPER CAPACITY**

**PART – B  
Commercial Format**

**Name of work:- Comprehensive Road Sweeping with (\_\_\_) Nos. of Compact Heavy Duty Sweepers with single engine with 4 Cubic meters hopper capacity on BUY OWN OPERATE BASIS (BOO) - Part A for a period of 5 years and Manual Sweeping – Part B for a period of 5 five years**

I/We hereby submit out ‘Financial Bid’ for the above captioned service as follows:

<b>Item Code</b>	<b>Item Name</b>	<b>Group Name</b>	<b>Item detailed Description</b>	<b>Item detailed Specification</b>	<b>UOM (Unit of Measurement)</b>
	<b>Comprehensive Road Sweeping with (___) Nos. of Compact Heavy Duty Sweepers with single engine with 4 Cubic meters hopper capacity on BUY OWN OPERATE BASIS (BOO) - Part A for a period of 5 years and Manual Sweeping – Part B for a period of 5 five years</b>			as per tender document	Per km per month

**Note: - In case of emergency, if any additional hours are required, the same rate will be adopted.**

## **PART B – MANUAL SWEEPING**

**Type B: 50 km x 2 sides – Manual Sweeping – Part B**  
**Type C: 250 km x 2 sides – Manual Sweeping – Part B**

### **TERMS AND CONDITIONS**

1. The period of operations shall be **5 years** from date of start of work.
2. The interested party has to enclose the Earnest Money Deposit (EMD) amounting to Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) in form of Call Deposit Receipt or Fixed Deposit Receipt from Scheduled Bank in the name of \_\_\_\_\_. The Tender received without EMD will be summarily rejected.
3. The Contractor shall have to enclose the following documents along with the Tenders;
  - (a) Last three years Income Tax Clearance Certificate.
  - (b) List of similar work executed in various Municipalities / Organizations.**
  - (c) List of tools and plants, equipments / vehicles etc available for lifting and disposal of the garbage.
4. If more than one person in form of Company / Partner is taking part in the proceedings of tender, they have to produce Partnership Deed duly executed before the Competent Authority and Authority letter in favour of any one partner to sign the tender documents and accept the offer and same should be binding to other co-partner.
5. The tenders of the person(s) / Organizations(s) for the work / operation who are having experience of at least one year or more of such type of work shall only be considered. **The bidder shall bid for both Part A and Part B. Any bid which does not offer both Part A and Part B shall be rejected.**
6. The Contractor shall engage labourers/drivers and other people required for the work (road scraping and brushing including its disposal at nearest Secondary collection points) **in sufficient number One Labourer for every 500m of road length on each side of central Verge) and 1 labourer at each collection point.** The Contractor shall deploy additional adequate staff for weekly rest to be given (15%) and for leave reserve (10%). The Contractor shall also make arrangement of their own vehicle/wheel barrows etc. required for the purpose and it will be their sole responsibility for maintenance etc. However the equipments/wheel barrows etc whichever available with the Municipal Corporation, \_\_\_\_\_ will also be available for the Contractor on issue rate as will be decided separately by the Municipal Corporation. In case of breakdown of any vehicle, the Contractor shall have to arrange other vehicles immediately and shall have to take all care to avoid any disturbance in such services as per the Memorandum of Agreement / Contract.
7. In case of any accident with vehicles of Contractor during the course of execution of the agreement/work or any accident with the labourer during the course of such operation, the responsibilities of such cases/accident shall remain at the part of the Contractor. Municipal Corporation shall not be responsible for any kind of accident with vehicles or with the labourers engaged for this job by Contractor or for any death or bodily injury caused to any person by accident.
8. **The contractor shall pay within 10 days from the date of issuance of work order an amount of 10% of the yearly tendered cost / cost of work as a performance guarantee in the form of Bank Guarantee or FDR from the scheduled bank in favor of Commissioner, Municipal Corporation, \_\_\_\_\_. The Performance Bank Guarantee shall be extendable every year upto the total validity of the contract.**
9. Non receipt of performance guarantee within mentioned period will result in automatic cancellation of tender without intimation.

## **PART B – MANUAL SWEEPING**

**Type B: 50 km x 2 sides – Manual Sweeping – Part B**

**Type C: 250 km x 2 sides – Manual Sweeping – Part B**

10. The Contractor at his own risk and cost shall have to grant benefit of leave, pay, emoluments etc. to the labours as per the law in force. In case of any loss to the Department due to the breach of any conditions of the labour license/act from the part of the Contractor and such losses shall be recovered from the Contractor. If required the same can be recovered by the Department from the Contractor as deemed fit.
11. The staff of Department including the superior authority shall oversee the operation of works carried out by the Contractor any time at and Contractor shall be bound to obey all the instructions received from them from time to time.
12. In case of breach of any condition of the contract by the Contractor or if the work of the Contractor is found unsatisfactory by the Department, such contract of the Contractor shall be terminated by the Department by giving one month's notice to the Contractor without assigning any reason.
13. The Contractor shall undertake all works related to Road Scraping and Brushing and disposal of the same in scientific manner as a part of the essential services and hence the Contractor cannot stop such works on the pretext of any objection/s raised by them / him except due to unrest of labor unions.
14. However, in case the Contractor stop the work/operations either partly or fully during the agreement period, the Department reserves the right to get such work/s/operation executed through any other sources at the risk and cost of the such defaulted Contractor and the penalty shall be recovered as mentioned under clause 20 & 21 here under, I the amount is not recovered from the deductions in Running Bills, the same shall be recovered from Retention Money and or EMD deposited by the Contractor. Any additional payment which has to be paid to execute the work under such circumstances for such works/operation the said amount shall be recovered from the pending bills/ deposit/any other works of the Contractor.
15. If the Contractor is found to execute any offensive work/ activities not covered in the contract agreement /conditions, instructions, the proportionate amount of such works shall be recovered as penalty from the running bill payable to the Contractor.
16. The Contractor shall have to take all care during the course of works/operation so that the other traffic, adjoining properties, articles are not damaged and the vehicles engaged by Contractor for such works/operation shall not create any hindrances for traffic and general public. In case of any drops/fall of garbage/dust/earth etc. from the vehicle on the road during the course of transportation, the same shall be lifted by the Contractor immediately. The garbage/dust etc. loaded in vehicle shall be covered properly with tarpaulin sheet during its transportation.
17. The Contractor has to start the works/operation as per the tender terms, conditions and specifications /agreement within 30 days of issue of Work Order.
18. Any dispute of civil or criminal nature shall be within the jurisdiction of the local Court of \_\_\_\_\_ for works undertaken by the Contractor for Municipal Corporation SAS Nagar area.
19. In case of any dispute in terms of interpretations of agreement/contractor, the Commissioner, Municipal Corporation, SAS Nagar shall be the sole arbitrator and his decision in such cases shall be final and binding to all Parties.

## **PART B – MANUAL SWEEPING**

**Type B: 50 km x 2 sides – Manual Sweeping – Part B**  
**Type C: 250 km x 2 sides – Manual Sweeping – Part B**

20. The Contractor shall have to take all care to avoid any accident during the course of work/operation for which required fencing, light, instruction boards etc are to be provided on works site at the cost of the Contractor himself. It shall be the sole duty of the Contractor to handle such cases at his own cost and pay the damages / compensation payable if the Court or any other competent authorities may decide/order. The Department / Municipal Council shall not be responsible for such cases/incidents or for payment of any damages/compensation which may occur on such incidents.
21. The works/operation for road scraping and brushing and disposal of same is a part of essential service of Public Health, hence the Contractor shall not postpone or close/stop such works in any circumstances/under any pretext except natural calamities and unrest of labor unions. If such day to day works is not found satisfactory, then the penalty at the following rate shall be charged from the Contractor and such penalty shall be recovered from the running bill or as per the condition of the contract.
- a) Not scraping and brushing of any road (partly or completely) double the amount of full day work to be paid to the Contractor for such category of work.
  - b) Non lifting and disposal of collected waste (partly or completely) within three hrs of collection/on receipt of the compliant (for lifting and disposing of waste) Rs 500/- per complaint.
  - c) The Contractor shall deploy one of his representatives in the complaint redress cell(at Toll free No. 1800 180 2626) of Municipal Corporation, \_\_\_\_\_ to address the complaints received regarding Road Scraping, brushing and its disposal.
22. If the Contractor fails to execute the works of brushing and scarping of road works and for non lifting of any garbage as per the terms, conditions and specifications, such works shall be penalized at the rate two times of the allocated rate of the Contractor in accordance with area rate per unit. For example, if 50m road length is not cleaned properly; the money payable for 100m length shall be deducted from the monthly bill. The Contractor shall have the opportunity to place his grievances if any regarding the penalty imposed within seven days to the Commissioner, Municipal Corporation, \_\_\_\_\_ who will hear both the parties and his decision will be final and binding to both the parties.
23. The Contractor shall have to undertake all works on **all days except for national holidays.**
24. The penalty shall not be charged to the Contractor in case the work is closed due to curfew, flood and flood like situation, cyclone and during any natural calamities, but the Contractor shall carry out all the work with extra time and staff if needed, during post-calamity in the affected area.
25. The Contractor shall carry out the day to day road scraping and brushing works of road divider, road sides and road gully chambers (within 150m width) etc. failing which Rs 50/- per Road Gully Chamber per day shall be penalized. The scrapped/brushed materials like dust, garbage, bricks bats, pebbles etc. shall not be stacked in the open space of road divider.
26. The scrapping, brushing is to be carried out in right of way of the road including side soldering area. Payment shall be calculated as mentioned in estimate of the work.

## **PART B – MANUAL SWEEPING**

### **Type B: 50 km x 2 sides – Manual Sweeping – Part B** **Type C: 250 km x 2 sides – Manual Sweeping – Part B**

27. The timing for the Contractor for all the work/operation shall be 05.00 A.M. to 11.00 A.M. daily including Sundays and Public Holidays. However, if the above time is not suitable or inconvenient, the Contractor may approach the Commissioner, Municipal Corporation, SAS Nagar and whose decision shall be final and binding. However in case of emergency and/or any sort of urgency this period can be extendable with the prior permission of the Municipal Corporation.
28. The Contractor shall have to obey strictly the provision of Minimum Wage Act and Child Labour Act and any other relevant Act / Rules applicable for this contract. The responsibilities on violation of these acts shall be of the Contractor. The Municipal Corporation shall not be responsible or liable for any act of emission or omission by the successful bidder.
29. Service Tax, Labour/Education Cess or any other tax leviable at present by State/ Centre Govt. or any other such tax imposed by state/ Centre Govt. in future shall be borne by the Contractor and the same shall be deducted from payments as per Govt. guidelines in this regard.
30. The rates/tender cost for the works/operation/cost of work offered by the Contractor is inclusive of taxes and all other cost of all tools and plants, materials, transportation, labours, cost of all nature of risk factors, loading, unloading, including the cost of materials and labours for disposing the garbage, vegetation etc at the Secondary Collection Points in a scientific manner and as directed by the officer in charge. Any littering found outside the bins on any day during 06 00 hrs to 18 00 hrs shall attract penalty @ Rs1000per point.
31. The Contractor shall provide at his own risk and cost all required uniforms, safety jackets with reflectors, gumboots, hand glows, raincoat etc to the labourers including drivers engaged on works. Such uniforms shall be approved by the Department in advance.
32. That the rates/cost of work per year offered by the Contractor shall be valid and operative for one year, however this can be extended for further period as per Mutual Agreement.
33. The Municipal Corporation, \_\_\_\_\_ reserves the rights to add, amend or alter any of above Conditions in public interest after giving an opportunity to the successful bidder of being heard. The decision of the Commissioner, Municipal Corporation, \_\_\_\_\_ shall be final and binding on the Contractor.
34. The Municipal Corporation, \_\_\_\_\_ reserves the rights to accept or reject any or all the tenders without assigning any reason thereof.

**Commissioner**  
**Municipal Corporation, \_\_\_\_\_**