

# AHMEDABAD MUNICIPAL CORPORATION

## CENTRAL WORKSHOP

e - Tender No. 27 / 2017-18



### Bid Documents For

Comprehensive Operation and Maintenance Contract for 5 (Five) Years along with SITC of Truck Mounted Garbage Compactor with DP arm system Vehicles as per AMC Tender Specifications & Conditions. (for East & North Zone group)

Information to tenderer	
1. Last Date of online submission of e - Tender	16th November 2017up to 18.00 Hrs
2. Physical submission of EMD, Tender fee and other documents.	17th November 2017up to 16.00 Hrs
3. Pre bid Meeting	It will be held on 30th October 2017 at 12.00 hrs at Central Workshop , ahmedabad municipal corporation , Opp. Sahakari Lathi bazar, Nr. S.T. Bus Stop, Jagannathji road, Jamalpur, Ahmedabad - 380 022.
3. Opening of online Technical Bid	18th November 2017-11.00 Hrs onwards
4. Opening of Price Bid	Will be intimated to technically qualified bidders
5. Bid Validity	120 Days
6. Tender Fee	Rs. 18,000/-
7. EMD	Rs. 83,50,000/-

ISSUING OFFICE:

Joint Director (Mechanical)  
Central Workshop  
Ahmedabad Municipal Corporation  
Opp. Sahakari lati bazaar, Jagannathji road.  
Ahmedabad. 380 022.  
Ph. 7819862810 / 2539 1904 – 06

## 1.0 TENDER NOTICE

1.	Tender No:	27 / 2017-18
2	Last date of Online tender submission and time	16th November 2017, up to 18.00 Hrs,
3	Date of Tender Opening (Technical bid)	18th November 2017, 11.00 Hrs onwards
4	Name of the work	<b>Comprehensive Operation and Maintenance Contract for 5 (Five) Years along with SITC of Truck Mounted Garbage Compactor with DP arm system Vehicles as per AMC Tender Specifications &amp; Conditions. (For East &amp; North Zone group).</b>
5	Tender fees (Non Refundable)	Rs. 18,000/- (Rs. Eighteen Thousand Only); to be submitted in the form of D.D. / P.O. / BG. favour of Municipal Commissioner , Ahmedabad of any Nationalized Bank/Schedule bank/Banks mentioned in AMC circular and payable at Ahmedabad; On Date 17th November 2017, up to 16.00 Hrs To be submitted to the Office of Joint Director (Mechanical), Central Workshop, Ahmedabad Municipal Corporation, Opp. Sahakari Lati Bazar, Nr. S.T.Bus stop, Jaggannathji Road. Jamalpur. Ahmedabad - 380022
6	E.M.D.	Rs.83,50,000/- (Rs. Eighty Three Lakh Fifty Thousand Only); to be submitted in the form of D.D. / P.O. / BG. favour of Municipal Commissioner , Ahmedabad of any Nationalized Bank/Schedule bank/Banks mentioned in AMC circular and payable at Ahmedabad; on Date 17th November 2017, up to 16.00 Hrs To be submitted to the Office of Joint Director (Mechanical), Central Workshop, Ahmedabad Municipal Corporation, Opp. Sahakari Lati Bazar, Nr. S.T. Bus stop, Jaggannathji Road. Jamalpur. Ahmedabad -380022
7	Time Limit For Supply	As per tender documents.
8	General Condition	As per tender documents.
9	Performance Security Deposit	As per tender documents.
10	Mode of Sending The Tender / Relevant Documents	By Hand delivery / Registered A.D. or Speed Post / Courier addressed to, Office of Joint Director (Mechanical), Central Workshop, Ahmedabad Municipal Corporation, Opp. Sahakari Lati Bazar, Nr. S.T.Bus stop, Jaggannathji Road. Jamalpur. Ahmedabad -380022.

Seal and Signature of the Bidder & Date:

**Joint Director Mechanical)**  
**Ahmedabad Municipal Corporation**

## 1.0 TENDER NOTICE

**Comprehensive Operation and Maintenance Contract for 5 (Five) Years along with SITC of Truck Mounted Garbage Compactor with DP arm system Vehicles as per AMC Tender Specifications & Conditions (For East & North Zone group).**

1. The Municipal Commissioner, Ahmedabad Municipal Corporation, invites detailed bid from interested parties for the Tender for Comprehensive Operation and Maintenance Contract for 5 (Five) Years along with SITC of Truck Mounted Garbage Compactor with DP arm system Vehicles as per AMC Tender Specifications & Conditions. (for East & North Zone group).
2. Sealed tenders, for the above work are invited from the bidders. The bidder/s shall be a single entity / JV / association / MOU / Consortium having maximum two members, bidding for the Project. Detailed PQ criteria are mentioned in Appendix-2.

### GENERAL DETAILS OF WORKS

***Name of work:*** Tender for Comprehensive Operation and Maintenance Contract for 5 (Five) Years along with SITC of Truck Mounted Garbage Compactor with DP arm system Vehicles as per AMC Tender Specifications & Conditions. (for East & North Zone group).

Tender Fee (Non-refundable) Rs 18,000/-

Earnest Money Deposit (EMD) Rs 83,50,000/-

Last date of submission of online bid 16th November 2017, up to 1800 Hrs. through E tendering only,

Address for submission of the Tender fee, EMD and relevant supporting tender documents:

Joint Director (Mechanical),  
Central Workshop,  
Ahmedabad Municipal Corporation,  
Opp. Sahakari Lati Bazar, Nr. S.T.Bus stop,  
Jaggannathji Road. Jamalpur. Ahmedabad -380022.

Bid (Technical) Opening Date: 18th November 2017, 11.00 hrs onwards.

### DOWNLOAD OF TENDER DOCUMENT

The tender document for these work are available on website [www.ahmedabadcity.gov.in](http://www.ahmedabadcity.gov.in) or <https://amc.nprocure.com>

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

### EARNEST MONEY DEPOSIT

The aforesaid BID must be accompanied by the EARNEST MONEY DEPOSIT as specified in 'General Details of Work' section above. The Bid Security shall be in form of a crossed demand draft / pay orders in favour of "The Municipal Commissioner; Ahmedabad Municipal Corporation of any Nationalized Bank/Schedule bank/Banks mentioned in AMC circular Bank/Schedule bank/Banks mentioned in AMC circular and payable at Ahmedabad. It is refundable (subject to the tender conditions)

#### **SUBMISSION OF TENDER**

The completed Tender document shall be submitted at the following address through e tendering only.

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

#### **OPENING OF TENDER**

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

- Tender (a complete set of bidding document) fee shall be Rs.18,000/- in the form of Demand Draft/ Pay Order / Bank Guarantee from any Nationalized Bank/Schedule bank/Banks mentioned in AMC circular Bank/Schedule bank/Banks mentioned in AMC circular in favour of MUNICIPAL COMMISSIONER, Ahmedabad, payable at Ahmedabad, which shall be non refundable. The fees shall be paid on 17th November 2017, up to 16.00 Hrs, to the Office of Joint Director (Mechanical), Central Workshop, and AMC. Ahmedabad.
- The tenders are uploaded on AMC's website [www.ahmedabadcity.gov.in](http://www.ahmedabadcity.gov.in) or <https://amc.nprocure.com>
- Interested Bidders fulfilling the qualifying criteria shall fill online tender on <https://amc.nprocure.com> Dt. 16th November 2017, up to 18:00 Hrs tender fees as mentioned above shall be paid by the bidder on 17th November 2017, up to 16:00 Hrs to Office of Joint Director (Mechanical), Central Workshop, AMC. Ahmedabad.
- All bids must be accompanied by Bid Security of the amount specified for the Works in the above Table payable at Ahmedabad and drawn in favour of Ahmedabad Municipal Corporation, Ahmedabad. Bid Security will have to be in any one of the forms as specified in the tender documents.

**Prebid Meeting:** It will be held on 30th October 2017, at 12.00 hrs at Central Workshop , Ahmedabad Municipal Corporation , Opp. Sahakari Lathi bazar, Nr. S.T. Bus Stop, Jagannathji road, Jamalpur, Ahmedabad - 380 022. All interested parties are advised to attend for any clarifications if they desire.

All interested bidder must have to submit their queries/ details for which they seek clarifications, before 18.00 hrs on or before 29th October 2017, through email on [mcw@ahmedabadcity.gov.in](mailto:mcw@ahmedabadcity.gov.in) or [mcwamc@gmail.com](mailto:mcwamc@gmail.com). Any query/letter/verbal communication received after that will not be considered.

- All Relevant supporting Documents of Bids must be delivered to Office of Joint Director (Mechanical), Central Workshop, Ahmedabad Municipal Corporation, Opp. Sahakari Lati Bazar, Nr. S.T.Bus stop, Jaggannathji Road. Jamalpur. Ahmedabad -380022 on Date. 17th November 2017, up to 16.00 Hrs onwards.

- **Information for online participation**

Internet site address for e-Tendering activities will be <https://amc.nprocure.com>

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

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

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

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

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

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

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

After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid. Bidder should also submit Document Fees, EMD, Technical bid document & Reference Documents in hard copy to the department.

#### GENERAL INSTRUCTIONS

1. The cost of Bid document i.e. tender fees will not be refunded under any circumstances.
2. EMD in the form specified in Bid document only shall be accepted.
3. The offer shall be valid for 120 days from the date of opening of Technical Bid.
4. Tender offers without tender fees, Earnest Money Deposit (EMD) and which do not fulfil all or any of the condition or submitted incomplete in any respect will be rejected.
5. Conditional tender shall not be accepted. Municipal Commissioner, Ahmedabad reserves the right to accept or reject such tenders without assigning any reason thereof.
6. Tenderers should carefully fill in the rates against the items mentioned in the schedule and scrutinize them before submitting the tender. Any variation in rates etc. will not be allowed on any ground such as mistake or misunderstanding etc. after the tender has been recommended or accepted.

7. The tenderers shall have to necessarily quote the rate for services &/or work asked for in the tender and in E price bid only.
8. Tenderers shall have his registered office with telephone. Tenderer having experience in similar works and good track record shall be given preference while considering the tenders. Tenderers shall furnish the date on which the firm was established, the names of all the partners constituting the firm with their residential addresses and experience in similar works. Tenderers having telephones at the residence of the proprietor shall state the same in the tender.
9. Municipal Commissioner decision will be final and abiding to all for accepting or rejecting the tender.
10. In case the tenderers will try to do any type of corrupt procedure like writing letters / e-mails /phone calls / Personal visits to the officers of the Municipal Corporation or any one after prize bid open will be liable for punishment procedure
11. As per the Bombay Stamp Rules Act 1958, Appendix 1, Article 5, the successful bidder shall enter in to an Agreement with the Corporation on Rs. 100 Stamp Paper.
12. Bidders shall submit necessary registration certificate like TIN number registration copy & any other if required for execution of such work as per government rules along with tender document.
13. This tender work is for East & North Zone group container lifting / handling work through Garbage Compactor with DP arm system with dumper placer arm system vehicles.
14. If required tenderer may visit and at our Municipal Central Workshop for general idea of working and requirements of Garbage Compactor, with permission.
15. All interested bidders are requested to meet to all concern dept. HODs (i.e. Central Workshop – Joint Director (Mechanical), Solid Waste Management – Director (SWM), Zonal Health Dept. – Zonal Dy. Health Officers for understanding of Work & / or definition / meaning of any terms of tender; if they want to clarify before bidding of tender; with prior appointment.

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

**Contractor’s Sign**  
With seal

**Joint Director (Mechanical)**  
**Central Workshop.**  
**Ahmedabad Municipal Corporation**

## CITY SWM PROFILE

Ahmedabad Municipal Corporation is a body corporate constituted under the provisions of Bombay Provincial Municipal Corporation Act 1949. The city corporation provides a wide range of services such as water supply, sewerage, storm water drains, roads, streetlights, solid waste management, health, hospitals, dispensaries, maternity homes, medical colleges, fire brigade, etc., in the city of Ahmedabad admeasuring approx 466 sq. km having a population of appx over 55 lac people.

The corporation has an annual budget of nearly 6551 Crores for year 2017-18, having its main source of income property tax and others. Corporation's financial health is reasonably good and it has been rated AA by the leading rating agency CRISIL.

Ahmedabad Municipal Corporation's administration has been decentralized into six zones and 48 wards from where public services are being provided to the citizens at the doorstep. The services of health, engineering and solid waste management are substantially decentralized at the ward level.

Ahmedabad Municipal Corporation has employees working in various departments, Ahmedabad city provides almost all essential services to the citizens through this large workforce.

In 2010 AMC has awarded work of Door / Gate to Dump / treatment plant based MSW collection & transportation work by more than 600 Nos. of Small vehicles of contractor's and at present daily appx. 1100 Mt of waste is collected in this system. Further recently AMC has processed new tender for this work with higher numbers of vehicles & POI / coverage to strengthen the system. On success of this system AMC may plan to reduce the garbage containers / trolley from the city.

The municipal administration is decentralized in six administrative zones. The work of street sweeping and deposition of waste at the secondary waste storage depots and transportation of waste from secondary storage depot to the zonal Refuse transfer station / treatment / disposal site is looked after by respective zones under the supervision of Deputy Municipal Commissioner assisted by Deputy Health Officers, whereas the work of providing fleet of vehicles and its maintenance is looked after by the Central Workshop for the entire city. This Central Workshop is headed by Joint Director (Mechanical).

The corporation has identified various locations where at present waste is Garbage trolleys are required for storage of waste. Earlier the Corporation has adopted dumper placer container (7 Cmt) system for secondary storage and DP units for transportation of waste and this work is partly carried out by the corporation departmentally and partly through private operators. At present container lifting work is entrusted to private operators and this work is distributed between two operators who are given specific area to operate. Dumper placer Containers of 7 cmt have been operated by the Corporation as well as private contractors at the locations identified as secondary waste storage depots. The private operators are presently placing about 1000 Nos. of 7 CMT containers in six zones of the city and they lift the containers when they are about to be full using dumper placer units and their own manpower. Dumper placer units and containers are owned by AMC and work is given on operation and Maintenance contract basis for five years and so. Further at present appx 1250 Garbage trolleys (Mixture of 660 ltr and 1100 Ltr ) are placed in the city along with 60 Nos of Garbage Compactors under O & M contract mechanism by AMC . Waste from Garbage Compactors is transferred at Zonal Refuse Transfer station / at treatment

plant whichever is near. More 75 Nos. of Garbage trolley & 38 Nos. of Refuse Compactor vehicles are in planning, to cover open spot in the city.

Further existing container lifting work (7 Cmt. containers & DP Vehicle) will be mainly replaced by apps. 4 cmt. MS containers which will be handled by garbage containers with Dumper Placer arm system vehicles. Appx. 65 such type of garbage compactor vehicles will be deployed to handle appx. 1100 Nos. of containers. Balance will be handled through Dumper Placer type Vehicle System.

**\*QUANTITY OF MUNICIPAL SOLID WASTE GENERATION IN THE CITY**

Solid Waste Generation In the Year	Total MSW Collection MT per Day (appx)
2001	1303
2006	2219
2008	2207
2011	2932
2016	3300

The city corporation generates about 3300 M. T. of waste per day. This quantity varies during monsoon and winters. In monsoon, the quantity of waste touches the mark of 3600 M. T. per day whereas in winter it goes down to about 3000 M. T. per day. Presently all the waste is finally transported to waste treatment/disposal site directly from the collection/secondary waste storage sites/ zonal refuse transfer station. AMC is having 7 RTS in the city and one more is under construction in the city for efficient, quick and economical transportation of MSW.

Refuse Transfer stations are at following locations,

Sr.No.	Zone	Location
1	East Zone RTS	Opp. Rakhial Crematorium. Nr. Kewal kanta. Rakhial. Ahmedabad
2.	North Zone RTS	B/h Katchha Kadwa Patidar vadi. Naroda road. Naroda. Ahmedabad
3.	West Zone RTS	B/h RTO, Opp. Ambedkar Bhavan. Juna Vadaj. Ahmedabad
4	Central Zone	Nr Old Metal Depot (AMC), Nr Vanijya Bhavan, Kankaria.
5	South Zone	Nr Ambica Fly Over Bridge. Vatva.
6	East Zone	Nr Karnavati Mall, Vastral.
7	New west Zone	Nr Sola Water Distribution station, Nr Sola Over Bridge. Sola
8	West Zone ( Under Construction)	Nr Canal. B/h G B Shah Commerce College. Vasna.

\* \* \* \* \*



## INSTRUCTIONS TO SUPPLIERS

- 1.0** Ahmedabad Municipal Corporation invites tender for Comprehensive Operation and Maintenance Contract for 5 (Five) Years along with SITC of Truck Mounted Garbage Compactor with DP arm system Vehicles as per AMC Tender Specifications & Conditions. (for East & North Zone group).
- 2.0** The requirement of Comprehensive Operation and Maintenance Contract for 5 (Five) Years along with SITC of Truck Mounted Garbage Compactor Vehicles as per AMC Tender Specifications & Conditions and their detailed technical specifications, scope of work etc are set out in Appendix 1. Interested and qualified parties, based on qualification criteria set out in Appendix 2, (Online) are requested to submit information about bidder and a financial Quotation / price bid in a manner prescribed in Appendix 3 & 4 (Online). Tenderer has to submit various other details as per format / details asked for in the Annexure 1 to 7
- 3.0** Each tenderer shall submit only one (1) Bid for each of the item, in response to this Tender Document (TD). Any tenderer who submits more than one Bid for the item will be disqualified.
- 4.0** Not More than one tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested as a proprietor and / or a partner & / or director shall submit tender for the execution of the same work / tender. If they do so all such tender shall be liable to be rejected.
- 5.0** At any time prior 72 hours to the last date and time of submission of Bids AMC may, for any reason, whether at its own initiative or in response to clarifications requested by any Supplier, modify the TD by the issuance of Addenda. All interested tenderer shall have to check the AMC website. The Bidder shall not transfer the TD to another interested party. Any reply/changes (if required) , will also be declared on above website only.
- 6.0** Prebid Meeting: It will be held on 30th October 2017, at 12.00 hrs at CENTRAL WORKSHOP , AHMEDABAD MUNICIPAL CORPORATION , Opp. Sahakari Lathi bazar, S.T. Road, Jagnathji road, Jamalpur, Ahmedabad - 380 022. All interested parties are advised to attend for any clarifications if they desire.  
  
All interested bidder/s must have to submit their queries/ details for which they seek clarifications, on or before 29th October 2017, - 18.00 hrs through email on [mcw@ahmedabadcity.gov.in](mailto:mcw@ahmedabadcity.gov.in) or [mcwamc@gmail.com](mailto:mcwamc@gmail.com). Any query / letter / verbal communication etc received after that will not be considered.
- 7.0** Perpetrations of tender document: Tenderer shall carefully examine the tender documents and fully inform themselves as to all the conditions and matters, which may in any way effect the work or the cost Should a Tenderer find discrepancies, error or omission from the specifications or other documents or should he be in doubt as to their meaning, he should address query to the concerned authority. Any resulting interpretation of the tender documents will be issued to all Tenderers as an addenda corrigendum. Verbal clarification and/or information given by the Tenderer shall not be binding on the Corporation.
- 8.0** Modification of Documents : Modification of specifications and extension of the closing date of the tender. If required will be made by an addendum. Notification of addendum will be published on website only. These shall be signed and shall form a part of tender.

The Tenderer shall not add to or amend the text of any of the documents except in so far as may be necessary.

- 9.0 Addenda:** Addenda form part of the contract documents and full consideration shall be given to all addenda in the preparation of tenders. Tenders shall verify the number of addenda issued, if, any and acknowledge the receipt of all Addenda in the Tender. Failure to do so may cause the Tender to be rejected.
- 10.0** The Bid shall remain valid for a period not less than 120 days from the date of opening of tender i.e. technical bid (bid validity period). AMC reserves the right to reject any Bid, which does not meet this requirement. In exceptional circumstances, prior to expiry of the original Application Validity Period, AMC may request Applicants to extend the Application Validity Period for a specified additional period. Applicants not extending the Application Validity Period when so requested would automatically be disqualified.
- 11.0 Earnest Money Deposit (EMD)**
- 12.0** Each Bid shall be accompanied by EMD of Rs. 83,50,000/- (Rupees Eighty Three Lakh Fifty Thousand only).
- 13.0** The EMD shall be in the form of a crossed demand draft / Pay Order / Bank Guarantee in favour of The Municipal Commissioner, Ahmedabad on any Nationalised / Schedule bank only, payable at Ahmedabad.
- 14.0** The EMD shall be forfeited in the following cases:
- (a) If the Supplier withdraws it's Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period.
- (b) If the successful supplier fails to provide the Performance Security within the stipulated time or any extension thereof provided by AMC;
- 15.0 Performance Security**
- 16.0** The successful Supplier would be required to submit Supply Performance Security amounting to 5% of the Supply item Order value for procurement part in the form a crossed demand draft/ Pay Order in favour of The Municipal Commissioner, Ahmedabad on any Nationalized Bank/Schedule bank/Banks mentioned in AMC circular Bank/Schedule bank/Banks mentioned in AMC circular , payable at Ahmedabad which will be returned back on successful completion of one year Vehicles warranty period, where as separate O & M contract Performance Security which shall be submitted (as mentioned in performance security conditions in detail) before start of actual O & M work ,which will be returned back on successful completion of O & M Contract period.
- 17.0** Irrevocable Bank Guarantee issued by a Nationalized Bank/Schedule bank/Banks mentioned in AMC circular Bank/Schedule bank/Banks mentioned in AMC circular located in Ahmedabad, India (as per AMC rules) shall also be acceptable.
- 18.0 Formats and Signing of Bid**
- 18.1** The Supplier would provide all the information as per this TD. AMC would evaluate only those Bids that are received in the required format and are complete in all respects. Each Bid shall comprise the following:
- (a) Details of the Supplier in the format set out in Appendix 3- Online

- (b) **Qualification Criteria / Technical bid in the format set out in Appendix 2- Online**
  - (c) **Financial Quotation/ price bid for Comprehensive Operation and Maintenance Contract for 5 (Five) Years along with SITC of Truck Mounted Garbage Compactor with DP arm system Vehicles as per AMC Tender Specifications & Conditions. (for East & North Zone group). in the format set out in Appendix 4 in online formats only.**
  - (d) **Tenderer has to submit various other details and formats duly self attested and signed as per Annexure 1 to 7.**
  - (e) **Tender fee**
  - (f) **The Bidder shall duly sign all the sheets of the Tender Document submitted in support of their online tender.**
  - (g) **EMD**
  - (h) **All bidders are requested to upload technical bid documents, however if they found any difficulty in uploading, they can submit the same in physical with tender technical bid (EMD, Tender fee etc) supporting documents.**
- 19.0 The bidder shall seal the Tender fee, EMD and relevant Tender Document submitted in support of their online tender in envelopes, which shall be clearly marked as Comprehensive Operation and Maintenance Contract for 5 (Five) Years along with SITC of Truck Mounted Garbage Compactor with DP arm system Vehicles as per AMC Tender Specifications & Conditions. (for East & North Zone group).**
- 20.0 The Tender Document submitted in support of their online tender shall be initialled by an authorized signatory of the Bidder or an Individual, as applicable.**
- 21.0 Sealing and Marking of Bid for submission of Physical Tender supporting documents:**
- 22.0 The envelope for EMD -Tender fee and relevant supporting documents must be super scribed with the following information:**
- (a) **Name and Address of Tenderer**  
**Name of work**  
**Tender due date and time**
- 23.0 If the envelope is not sealed and marked as instructed above, AMC assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and such Bid, may, at the sole discretion of AMC, be rejected.**
- Tender shall be submitted through E - tendering only. (On line price Bid is compulsory)**
- 24.0 AMC reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it. The response to the queries shall be uploaded (if found appropriate and required) on [www. amc.nprocure.com](http://www.amc.nprocure.com)**
- 25.0 Bid Due Date**

- 26.0 Bids should be submitted online before 18.00 hours IST on 16th November 2017, in the manner and form as detailed in this PD. Bid submitted by either Hard copy (not as per format in TD), facsimile transmission or telex or email or in person will not be accepted and such tender/s will be rejected.
- 27.0 AMC may, in exceptional circumstances, and at its sole discretion, extend the above Bid Due Date by issuing an Addendum.
- 28.0 **Opening of Bids and Clarifications**
- All information must be typed or hand written legibly in English language. All pages of the pre-qualification document must be initialled by the applicant. All corrections, erasures or overwriting, therein, must be initialled by Applicant.
- 29.0 Technical bid will be opened on 18th November 2017, 11.00 hrs onwards AMC would open the Bids possibly on Bid Opening Date as mentioned above in the 'General Description of Work' for the purpose of evaluation, if there is any change, same will be intimated to tenderer.
- 30.0 AMC reserves the right to reject any or all Bids not submitted on time and which does not contain the information/documents as set out in tender.
- 31.0 To facilitate evaluation of Bids, AMC may, at its sole discretion, seek clarifications in writing from any Supplier regarding its Bid.
- 32.0 **Evaluation**
- The details given by the applicants in the pre qualification documents will be evaluated as per qualifying criteria, Ahmedabad Municipal Corporation reserves the right to restrict the list of pre-qualified applicant to any number deemed suitable by it. Ahmedabad Municipal Corporation's decision for pre-qualifying the applicants shall be final and binding to all.
- 33.0 As part of the evaluation, the Bids shall be checked for responsiveness with the requirements of the TD and only those Bids, which are found to be responsive, would be further evaluated in accordance with the criteria, set out in this TD.
- 34.0 The Bid would be considered to be responsive if it meets the following conditions:
- (a) It is received /deemed to be received by the Bid Due Date including any extension thereof.
  - (b) It is signed, sealed and marked as stipulated in tender.
  - (c) It contains all the information and documents as requested in the TD.
  - (d) It contains information in formats specified in this TD.
  - (e) It mentions the validity period as set out in tender.
  - (f) It provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by AMC without communication with the Supplier). AMC reserves the right to determine whether the information has been provided in reasonable detail.

- (g) There are no inconsistencies between the Bid and the supporting documents. A Bid that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (i.) which affects in any substantial way, the scope, quality, or performance of the project, or (ii.) which would affect unfairly the competitive position of other Suppliers presenting substantially responsive Bids.
- 35.0 AMC reserves the right to reject any Bid, if:
- (a) If the tender is incomplete; or
  - (b) At any time, a material misrepresentation is made or discovered; or
  - (c) The Supplier does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Bid.
- 36.0 In case the Bid is found to be responsive, the Bid would be evaluated in accordance with the Qualification Criteria as set out in Appendix 2.
- 37.0 In case the Bid is found to be inadequate, AMC may request the Supplier for modifications to the Bid submitted. As part of the evaluation of the Bid, AMC may also request the Supplier to submit clarifications.
- 38.0 The Financial Quotations/ Bid of only those Suppliers, who meet the Qualification Criteria, would be opened.
- 39.0 The Supplier offering the lowest quotation for the Comprehensive Operation and Maintenance Contract for 5 (Five) Years along with SITC of Truck Mounted Garbage Compactor with DP arm system Vehicles as per AMC Tender Specifications & Conditions (for East & North Zone group) would be declared as the Preferred Supplier for the same.
- 40.0 Tenderer has to submit the technical presentation in support of their technical bid with all the credentials and salient features of their Vehicles & proposal to enable the more technical evaluation of the available proposal, if required AMC can ask the tenderer to show the live working of the Vehicles and based on the performance, AMC can take the decision for technical evaluation. This will be binding to all the bidder.
- 41.0 Even though agency is qualifying all the above criteria but found to be poor in performance, in the opinion of executive officer and above cadre his price bid will not be opened. It is the discretion of Municipal Commissioner or the Tender Scrutiny Committee to qualify / disqualify the agency or to open / not to open the price bid of agency.
- 42.0 AMC may either choose to accept the Quotation of the Preferred Supplier or invite him for negotiations.
- 43.0 In case there are two or more Suppliers quoting the same price, AMC may in such case call all such Suppliers for negotiations and select the Preferred Supplier on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of AMC.
- 44.0 In the event of acceptance of the Preferred Supplier with or without negotiations, AMC shall declare the Preferred Supplier as the Successful Supplier. AMC will notify the Successful Supplier through a Letter of Award (LoA) that its Bid has been accepted.

- 45.0 This work will be considered as rate contract one Year for Garbage Compactor Vehicles as per tender requirements and technical specifications for the AMC as per tender conditions; as per PD. Rate sanctioned will be fixed for entire one year RC (Rate Contract) period. During this RC period if AMC needs more RC units with O & M contract; successful bidder has to carry out both SITC & O & M work at the same approved rates ^ terms. if AMC No price escalation will be given during RC period. Only change in taxes, duties, govt. levies will be accepted by AMC & consider for payment. RC period may be extended for further period of One year by mutual confirmation. Decision of The Municipal Commissioner Shri, AMC will be final & binding to all. AMC can order for further / extra quantity, if required during entire RC period.
- 46.0 Notwithstanding anything contained in this TD, Municipal Commissioner, AMC reserves the right to accept or reject any quotation, or to annul the bidding process or reject all quotations, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.
- 47.0 Notwithstanding above, the MC- AMC ., at his discretion, may also split the contract, if require for timely execution of the work among two of more qualified bidders. MC- AMC 's decision in this regard shall be final. MC- AMC also reserves right to award the Contract to any of the eligible and qualified suitable Bidder. Splitting of work will be carried out based on bid capacity, manufacturing capacity, past work experience of the bidder, time frame for execution of work etc and this shall be binding to all bidders. Parallel Rate contract, if required, can also be awarded on above basis and will be binding to all.
- 48.0 However, if the AMC decided to put an end to the business relations on breach of any conditions of the contract no such notice shall be necessary and on event of AMC decided to put an end to the business relations on breach of any conditions of the contract no such notice shall be necessary and on event of AMC deciding to terminate the business, and the R.C. shall stand terminated with immediate effect.
- The R.C. can also be terminated by the MC - AMC in the following circumstances:
- 1) If the firm is debarred or disqualified or ceases to exist or convicted of any offence.
  - 2) If the quality of the item to be supplied is found not up to the ISI standard /AMC Specifications (as applicable) and multiple samples are found to be not of standard quality.
  - 3) If supply position of the firm is not satisfactory.
- 49.0 Whenever under this contract any sum of money is recoverable from the RC Holder and payable to the MC - AMC, Ahmedabad, or an officer empowered by him shall be entitled to recover such sum by appropriating in part of whole the Security Deposit paid by the Contractor, if a security being insufficient or if no security has been taken from contractor, then the balance of the total sum recoverable as the case may be deducted from the sum due to the contractor under this or any other contract.
- 50.0 If any dispute arises about the contract or any terms of contract, Municipal Commissioner, AMC shall be the sole arbitration and his decision would be final and binding to all the parties.

**51.0** Vehicles shall be inspected / verified by authorized representative/s of AMC with the specification of AMC (if required) & on approval same shall be put in working.

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

**53.0** The technical specification and scope of work for **Comprehensive Operation and Maintenance Contract for 5 (Five) Years along with SITC of Truck Mounted Garbage Compactor Vehicles as per AMC Tender Specifications & Conditions** is given in Appendix 1, however bidder are advice to personally visit the AMC, Central Workshop for better understanding of requirement and working of Vehicles.

**54.0** **EXTENSION FOR DELAY.**

If the supply is delayed by:

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

OR

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

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

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

**56.0** **PAYMENTS DUE FROM CONTRACTOR.**

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

- 57.0 Payment Terms: -**  
As mentioned in Appendix-1
- 58.0** PQ criteria are mentioned in Appendix-2.
- 59.0** The MC - AMC shall, in addition to his powers under other clauses to terminate the contract, have powers to terminate his liability there under of the time by giving one month's (or such shorter period as may be mutually agreed) notice in writing to R.C. holder of his desire to do so and upon expiry of the notice, the contract shall be terminated without prejudice to the right accrued to the date of the termination.
- 60.0** Successful bidder has to use all virgin material for fabrication/ manufacturing of the ordered item/ material and has to submit all necessary proofs like Invoice copies of material purchased, test reports etc as per AMC requirements.
- 61.0** Contractor shall make payment to their employee/ workers through bank system only.
- 62.0** AMC based on prevailing practice of waste management in the city, can increase / decrease the number of containers & work quantum even after award of work & from the running contract at any time. No compensation for reduction in work will be given in any way. This shall be binding to the contractor/s.
- 63.0** No Compensation for Alteration in or Restriction of Work If at any time after the commencement of the work, the Ahmedabad Municipal Corporation shall for any reason whatsoever not require the whole or part thereof as specified in the tender to be carried out, the AMC shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been by reason of any alterations having been made in the original specifications, drawings, designs and instruction which shall not involve any curtailment of the works as originally contemplated.
- 64.0** The Municipal Commissioner, Ahmedabad Municipal Corporation reserves the right to reject all or any of the tender including the lowest tender or part of the tender which in the judgment of the Municipal Commissioner, Ahmedabad Municipal Corporation does not appear to be in the best interest of Ahmedabad Municipal Corporation and the contractor shall have no cause of action or claim against the Ahmedabad Municipal Corporation, its officers, employees, successors, or assignees for rejection of his tender
- 65.0** The activity is under essential service, contractor is not allowed to stop this work at any point of time. If the contractor fails to start the work on time after issue of work order, then EMD of the contractor shall be forfeited and if the agency is found to be poor in performance for carrying out awarded work or Notwithstanding, if contractor stop / leave the work by his own discretion then Security Deposit of the contractor shall be forfeited and additional expenditure for execution of remaining work shall be recovered through, if be needed, legal proceeding and Agency shall be debarred / blacklisted subject to approval of competent authority.
- 66.0** Tenderer has to submit all the relevant information likes;  
Ø Company & Model details for Vehicles quoted



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

**67.0 Special Conditions**

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

per prevailing norms in India for such Vehicles) approval certificates attached with tender. Decision for selection of model will be taken by AMC as per the requirements and will be final and binding to all bidders.

- j) Necessary design and final approval from RTO / other govt. agencies (as required) as per latest norms and rules is tender's responsibility. If tenderer is failed to comply the rules of RTO /other govt. agencies (if any) and submit the required documents for their supplied Vehicles, same will be rejected by AMC.
- k) If tenderer is/are company who is operating through authorised service dealer/ service provider then they have to clearly mention the order and payment modus of operandi for the tender if awarded to them , later on subletting of the work will not be allowed. Necessary documentary proof/s shall be attached with the tender.
- l) The contractor shall ensure that the supervisors and cleaners are all mentally stable, and are able to communicate properly. They should not pose any hazard to the general public. Contractor shall give preference to local Valmiki Samaj workers for the work. Contractor must have to pay the salary through banks to the workers, drivers and other workforce regularly and contractor shall be fully responsible for that.
- m) This is subject to the jurisdiction of the competent court of Ahmedabad only. In case of any claim, dispute of difference arising in respect of a contract, the cause action thereof shall be deemed to have arisen in Ahmedabad and all legal proceedings in respect or any such claim, dispute or difference shall be instituted in a competent court in jurisdiction of Ahmedabad city only.

**Contractor 's Sign**  
With seal

**Joint Director (Mechanical)**  
**Central Workshop.**  
**Ahmedabad Municipal Corporation**

**Ahmedabad Municipal Corporation**  
**APPENDIX 1**

**Procurement Requirement & Specifications for SITC of Truck Mounted Garbage Compactor Vehicles as per AMC Tender Specifications & Conditions.**

The number of SITC & Comprehensive Operation and Maintenance Contract for 5 (Five) Years of Truck Mounted Garbage Compactor Vehicles to be procured are 18 no. However, actual number of procurement will be at the sole discretion of AMC.

**Tender Validity period**

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

**Design of unit**

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

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

The total procurement period is 120 (or as per delivery schedule mentioned in supply order) days. However, delivery period will commence from the date of invoice of chassis to the unit (rear compactor unit) manufacturer by chassis supplier. However unit manufacturer must have to issue complete procurement order (as per the requirement of chassis supplier) to the chassis supplier immediately within 7 days from the date of receipt of AMC order. Other wise late delivery will be considered for such delay period.

**Delivery Schedule**

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

**Delivery location:** Ahmedabad, Gujarat at site specified by AMC

**Payment Terms**

**For Supply part:**

- (1) For Chassis: 100% of the Chassis payment as per the invoice (as per the approved rate in the tender) of Chassis manufacturer / dealer will be issued to successful tenderer on receipt of chassis at fabricator's Factory premise against debit note / invoice and all supporting documents submission by contractor. Tenderer has to submit necessary documents as required by department.
- (2) For supply of equipment (rear compactor unit); preferably after satisfactory Delivery at our central workshop; AMC, preferably within 30 days.

**For Operation and Maintenance contract :**

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

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

**Transit Insurance**

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

## WARRANTY

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

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

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

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

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

### Tender Evaluation for Lowest Bidder:

The decision of lowest rate will be on the basis of sum of rates quoted for Supply part A and O & M work Part B for all 18 ( Eighteen ) Vehicles as per following formula;

Total Cost A = Net cost of each Vehicles x 18 Vehicles

- Cost of O & M work will be calculated on the basis of total 365 days working for 5 (Five) Years contract period with following formula:

Rate of tenderer =  $(0.6 \times A) + (0.2 \times B) + (0.2 \times C)$

Where;

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

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

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

Total Cost B = Rate of tenderer x 365 days x 5 (Five) Years x 18 Vehicles

COMBINE COST OF A + B = .....

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

### PERFORMANCE SECURITY GUARANTEE

#### for Supply of Vehicles:

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

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

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

**For O & M contract work:**

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

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

When any terms and conditions of the contract are breached

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

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

**Force Majeure**

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

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

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

**Taxes and duties**

Shall be included in the indicated price. Tenderer has to quote the total price, net including of all taxes & duties etc. and for evaluation and finalization purpose, the total price will be taken in to consideration. Transportation, Packing, Forwarding, Insurance charges are included in the indicated price. However any change in the Excise, VAT/Sales tax, govt. statutory levies will be considered at actual for which contractor will have to submit necessary documentary proofs as required by department.

**Inspection**

The bidder will make arrangement at their cost for inspection of the Truck Mounted Garbage Compactor Vehicles as per AMC Tender Specifications & Conditions. This will be carried out by AMC &/or Third Party (if required) along with AMC, before delivery at factory/depot site (If required). Inspection and commissioning of the Truck Mounted Garbage Compactor Vehicles as per AMC Tender Specifications & Conditions. will also be carried out at Ahmedabad at site specified by AMC (if required). If any discrepancy is found in the material supplied and technical specifications approved, the same lot shall be rejected and bidder will collect rejected material within seven days. No claim for the rejected material shall be entertained.

**Liquidated damages for delay**

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

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

If the supplier fails to deliver any or all of the equipments within the said period, AMC shall deduct from the contract price as liquidated damages (Late delivery penalty) will be calculated on the basis of delayed days for delayed quantum (delayed work amount) of work and rate of calculation will be 2% per month of delivery price will be recovered from the supplier without any reference to the supplier. The amount of Liquidated damages will be however subject to the maximum of 10% of the total contract sum.

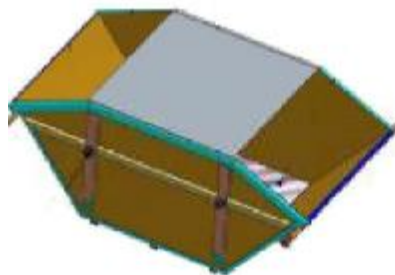
However, Delay in excess of one hundred (100) days after completion of delivery period may be cause for termination of contract and forfeiture of all security for performance. Decision of AMC in this regard will be final and binding to successful tender/ contractor.

**Contractor 's Sign  
With seal**

**Joint Director (Mechanical)  
Central Workshop.  
Ahmedabad Municipal Corporation.**

## TECHNICAL SPECIFICATION

**GARBAGE COMPACTOR with Dumper Placer Arm System Capacity Appx 14 cu. m**



**(Photographs only for general view and showing general idea and requirements - not as per tender specifications)**

Appendix 1 (Continue)

AHMEDABAD MUNICIPAL CORPORATION

CENTRAL WORKSHOP

Specification of Truck Mounted Garbage Compactor with Dumper Placer arms  
- Appx. 14 Cu. m capacity

**I. SCOPE OF SUPPLY**

Under this contract, the successful bidder has to supply.

**A, Suitable Chassis of minimum 16 MT GVW with BS-IV (as may be applicable to ULBs of Gujarat) Engines or RTO approved Engines at ULBs of Gujarat with Driver-cum- attendant Cabin as per specifications.**

**B, Supply & fitment of Compactor equipment & body with Dumper Placer arms to handle appx. 4 CMT MS Container (as per attached specification/design) of AMC.**

**Chassis:**

The equipment shall be designed, fabricated, mounted and integrated to the new chassis having EURO IV (BS- IV) norms & matching all requirements of various govt. agencies / RTO rules/ norms & the following technical specification as the minimum requirement

**Functional Requirements: Minimum 16 MT cab-chassis with PTO is required to build up the hydraulically operated Garbage Compactor with dumper placer arms having Appx. 14 Cu. mt. capacity as per the specifications and requirements mentioned in the tender documents.**

**Specifications for driver cabin (If cabin not provided by chassis manufacturer- However full forward driver cabin is prime requirement, even if provided by chassis manufacturer)**

**Driver Cabin: All steel welded driver's cabin with steel structure and M.S.panelling should be provided. It should be dust and water sealed and with sound and heatproof treatment. For clear visibility singlewide curved/ both side wind screen glass with wiper motor/s should be provided, wind up type front door on both sides should be provided with heavy duty hinges and locking arrangements. It should be fully painted with glass finish, All-steel full-forward control driver's cab having easy maintenance facility and provision for maintenance of various engine, electric, chassis related parts. Necessary controls and other provisions as per latest RTO rules must be provided inside the driver**



cabin. Proper lighting and seating arrangements for driver and co driver with metallic pouch for keeping log diary should be provided.

**COMPACTOR EQUIPMENT:**

**CONSTRUCTION:**

**Genera :**

The rear loading compactor shall be mounted on suitable Minimum 16 Ton GVW chassis. The unit shall be designed in such a way so that it can lift and operate Appx. 4 CMT MS Closed body Containers of AMC; GUJARAT. The two Dumper Placer arms shall be linked suitably, so that complete system shall work as a singular working unit.

The compactor shall comprise of three main parts.

1. The body and Ejection Barrier
2. The Hopper and compaction hydraulic unit at rear
3. Dumper Placer Arm Assembly/Unit:

The packing system will comprise of two moving plates the packing plate and the sweeping plate. The packing plate will travel angular track, and at the end of the stroke, sweeping plate will be activated and clean the hopper, at the end of its travel, packing plate start it's reverse travel and start compressing the Garbage into the body It's called one complete cycle of compaction.

The entire compaction system shall be operated at designed speed with auto throttle.

It shall be easy to handle and will allow the loading personnel to operate the vehicle with minimum physical effort and maximum safety. It shall be provided with Auto compaction system of reputed and experienced make. Necessary certification shall be submitted during inspection.

The Loading height shall be as per the system requirements. The body will consist of:

Front bearings of the Garbage collection body, Garbage collection body with ejection panel. Tailgate with hopper; slide plate, Bin lifter and dumper placer arm mechanism.

**1. The Body and Ejection Barrier:**

**A. The Body:**

With optimum total volumetric capacity of Appx. 14 cu.m, the body shall be constructed from high tensile steel ST 52 having leachate collection arrangement. The Rear entry floor plate is constructed form high tensile steel ST

52/EN 24/as per 2062 Steel IS Specifications .Tenderer has to submit the complete structural and overall design of the compactor unit.

1. Material - high tensile steel ST 52/EN 24/as per 2062 Steel IS Specifications

2. Sides - 4 mm thick

3. Flooring - Minimum 5 mm thick

4. Rear Crossbar - Minimum 6 mm thick

- The body fabrication shall be such that it improves aesthetics and increases body capacity.
- Floor shall be having slope for collection of leachate and fitted with under – floor sump and floor channels to ensure 100% of leachate collection in the floor sump of the body.

#### Tailgate:

Swept volume capacity shall be optimal for having fewer packing cycles giving high rate of packing garbage to have benefits of reduced wear, minimize fuel consumption, time & noise;

- Loading width shall be optimal for facilitates to accommodate bulky material to be packed.
- Rave rail height shall be as low as possible to facilitate for manual loading and versatile bin – lift mounting.
- Sweep/Packer blade thickness; Minimum 2.5 mm thick
- Bottom of hopper 5 mm high tensile Steel
- Rear side of hopper; 6mm EN 36 Steel
- Tailgate sides are made up of at least 4 mm thick high tensile abrasive resistant Hardox 450 steel/EN 36/ST 52/as per 2062 Steel IS Specifications steel and formed with integrated guide channel to guide the packing mechanism/ as per system requirement for easy movement.
- Hopper/ body should be designed in such a way that it shall be provided with seal to prevent liquid leakage from bottom edge and Hopper sides.
- Rear overhung shall be as minimum as possible for improved weight distribution and manoeuvrability. Rear over hang shall be within the RTO norms.
- Two Hydraulically operated arms, located on each side of the tail gate shall be provided along with compactor, for container handling.
- Rear hopper shall be designed in such a way that the garbage flowing from the container should not come out or spill over from the hopper and spread on the floor.

#### Packing Mechanism:

- It shall be of two plate fabricated packer / sweeper design. Manufactured out of high tensile abrasive resistance /as per 2062 Steel IS Specifications.
- Packing mechanism shall slides in integrated side channels and shall be provided with low friction self-lubricating Ertalon LFX / Bronze / Synthetic pads guides.
- Hydraulic cylinders shall be of good quality and shall be of Wipro, Dental, Techno, Rexrorth, Hywa,Hydrodine, Liftwell &/or other standard make possessing IS &/or ISO standard to ensure the efficient sweeping and packing cycle, within a nominal cycle time of 35 seconds and less maintenance.
- Compactor system shall be having good compaction ratio (1:2)

#### **B. Garbage Ejection Barrier:**

- Ejector Barrier plate shall be manufactured from 4 mm thick high tensile abrasion resistant Hardox 450 steel/EN 36/ST 52/as per 2062 Steel IS Specifications high Tensile Steel and formed in such a shape gives smooth and unobstructed discharge of garbage.
- Heavy duty Ertalon LFX self-lubricated/ Bronze pads/ Synthetic pads guides shall be provided to allow the barrier to move smoothly along the rail, provided within the body
- Multi – staged double acting telescopic hydraulic cylinder shall be provided with correct geometrical mounting for efficient ejection and retraction travels, without any side load on sliding guides.

#### **C. Hydraulic System:**

Gear/Axial/Vane type pump shall be provided which shall be PTO Mounted and shall deliver minimum 80 LPM at 1000 RPM / or sufficient for all hydraulic operation.

- Oil Tank shall be mounted in such a way that which optimises the mounting space and shall be equipped with Return Line Filter, Breather, level indicator and shut-off Valve.
- It shall be provided with Full flow minimum 10-micron return line filter to control contaminant levels.
- It shall be provided with electro-pneumatic throttle control system, which maintains engine speed automatically, when hydraulic power consumption increases.
- It shall be provided with Electro – pneumatic operated spool valves to control all system functions separately, with inbuilt dump valve for retraction process.
- It shall be provided with automatically adjusted high and low pressure system to give efficient and smooth working of the system and protect the system from over stress and to obtain better fuel efficiency.
- Sweeping cylinder with spherical bearings shall be provided in such a

way that it protect the piston rod from direct contact of acidic waste/garbage.

- Heavy-duty Packing cylinders shall be mounted outside the hopper to give more clearance in Hopper loading area and also to protect the piston rod from direct contact of acidic waste/garbage
- Hopper / Tailgate lift Cylinders shall be of proper design to protect it from accidental damage. Double check valve shall be provided for extra safety in case of hose failures.
- Required directional control valve also shall be provided and located at the rear, left hand side end of the Garbage Collection body to facilitate movement of the Dumper Placer arms and Stabilizer cylinder.

**D. Electrical System:**

- All required electrical and fully integrated logical system and printed circuit board shall confirm IP66 weatherproof norms and located on the body.

**E. Hydraulic Cylinder:**

- It shall be provided with Heavy-duty double acting sweeping cylinders and must be fitted with maintenance free spherical bearings – 2 Nos.
- It shall be provided with Heavy duty double acting packing cylinder mounted outside the hopper, clear of the loading area – 2 Nos.
- It shall be provided with Heavy-duty double acting hopper lift cylinder - 2 Nos.
- It shall be provided with Heavy-duty multi stage double acting telescopic cylinder for ejection plate - 1 no.(Minimum)
- It shall be provided with Heavy duty double acting lifting cylinder mounted outside the hopper for operating the Dumper placer arms– 2 Nos.
- It shall be provided with Heavy duty double acting stabilizer cylinder mounted at suitable location at rear end for rear stabilizer unit for DP Operation – 1 or 2 No. Size of stabilizer unit shall be sufficient to carry the designed load.

**F. Dumper Placer Arm system:**

- Two nos. Hydraulically operated arms, located on each side of the tail gate shall be provided along with compactor.
- The unit shall be designed in such a way so that it can lift and operate the Appx. 4 CMT MS Containers of AMC.
- The container lifter shall contain a parallel lifting chain and catcher made from EN series steel
- A control panel shall be installed at convenient position such that the working of hydraulic cylinder can be controlled safely.

- The length of the container lifter shall be suitable to tail gate & container lifting operation. Entire container opening shall be covered in hopper and no garbage shall be spill over outside.
- The safety valve shall be provided to avoid sudden descent of container lifter in case of failure of hydraulic pressure.  
All cylinders must be of reputed makes like Hyva / Wipro / Dantal / Hydrodine / Rexroth /Techno/ Liftwell Make or make having IS/ISO certification

**OTHER EXTRA FITMENTS:**

- Two Footsteps of good quality and design will be provided one each on left and right side at the rear & two hand bars one on each side at the rear side shall be provided for the equipment operators to stand and travel when the compactor is moving (as and when required).
- One large flashing light will be provided in the front in the centre at the highest point so as be seen clearly
- Two emergency stop switches will be provided on either side of the body to instantly stop the operation in case of emergency.
- A level indicator will be provided to indicate hydraulic oil level in the tank
- The Vehicle will be provided with reverse horn so that it gives the indication at the time of reversing.
- Arrangement will be provided to get an indication as soon as the garbage contained reached its maximum. Arrangement shall also be provided to stop the operating cycle as soon as the Compactor is full.

**MATERIAL FOR BODY:**

Sr. No	Description	Specification
1	Material	High Yield Strength (More than 300 N/sq.mm) Steel, - ST52/EN 24/IS-2062
2	Roof Paneling	4 MM (Minimum)
3	Side Paneling	4 MM (Minimum)
4	Floor Thickness	5 MM (Minimum)
5	Rear Cross Bar Thickness	ISMC 75 x 40 MM (Minimum)

**MATERIAL FOR TAILGATE:**

Sr. No	Description	Specification
--------	-------------	---------------

1	Material	Special High yield Strength (More than 500 N/sq.mm) steel – Hardox 450/EN 36/ ST52/ as per 2062 Steel IS Specifications
2	Side Paneling Thickness	4 mm (Minimum)
3	Rear Side Hopper Plate Thickness	6 mm (Minimum)
4	Hopper Bottom	5 mm (Minimum)
5	Superstructure member thickness	6 mm (Minimum)
6	Dumper Placer arm	8 mm (Minimum)

**EJECTOR SYSTEM:**

Sr. No	Description	Specification
1	Ejector Plate Materials	Special High yield Strength (More than 500 N/sq.mm) steel – Hardox 450/ ST52/ as per 2062 Steel IS Specifications
2	Pads	Etalon LFX Bearing / Bronze/Synthetic pads

The tender shall provide material Test Certificate and invoices along with related documents at the time of fabrication / inspection.

**HYDRAULIC SYSTEMS:**

Sr. No	Description	Specification
01	P.T.O	Preferably Vehicle Manufacturers
02	Hydraulic pump pressure	Min. 140 kg per CM Square
03	Packer plate Hyd Cylinder Internal Diameter	100 diameter (Minimum)
04	Tailgate Hyd Cylinder Internal Diameter	70 diameter (Minimum)
05	Carrier plate Cylinder internal diameter	110 (Minimum)
06	Ejector Cylinder	Telescopic type / as per mfg.
07	Ejector Cylinder No. of stages	Multi / as per mfg. design
08	Ejector Cylinder internal diameter	140 (Minimum) / as per mfg.
09	Hydraulic Cylinder	Hyva / Wipro / Dantal / Hydrodine/Rexroth /Techno/Liftwell Make or make having IS/ISO certification.
10	Hydraulic Valve	Reputed Imported make .
11	Oil Capacity	Minimum 125 Litres

12	Size of suction filter	Minimum 140 microns
13	Size return line filter	Minimum 10 microns
14	Duration of Ejection	About 35 Seconds
15	Pump and PTO mounting	Directly coupled without any intermediate shaft / as per mfg. design
16	Suitable directional control valve also shall be provided and located at the rear, left hand side end of the Garbage Collection body to facilitate movement of the Dumper Placer arms and Stabilizer cylinder.	

However Hydraulic cylinder for various system as per design of manufacturer, however it must perform the required functions and duty and maintenance free. The Compactor equipment shall be mounted on suitable heavy-duty chassis with PTO like TATA / ASHOK Leyland/Eicher of Minimum 14 Ton GVW and having suitable wheel base. Bidder shall furnish full details of vehicle chassis in the technical bid. Bidder shall also make arrangements to procure the vehicle with cabin from the manufacturer. The standard tools accessories and spares supplied with the chassis shall be handed over to us at the time of delivery of the unit.

The Bidder shall make arrangements for mounting equipment on the chassis according to the rules laid down by the Regional Transport Office, Ahmedabad, Gujarat and loads recommended by the chassis manufacturer on the front and rear axles. The bidder shall provide all valid & required documents for registration of the complete unit along with its design approval with the Regional Transport Office.

#### **GENERAL DESCRIPTION:-**

The compactor body shall be constructed of steel as per the details given: -

1. The compactor body must be sufficiently strong and will have inside volume of minimum Appx. 14 Cub.M
2. The equipment i.e. the compactor shall be suitable to carry payload of appx. 10 tonnes.
3. The equipment shall be rear-loading type.
4. Arrangement shall be provided to manually load the vehicle in to hopper also.

5. The construction of the vehicle will consist of the body, the ejector system and the tailgate with dumper placer arm unit.
6. The garbage will be loaded in the hopper either manually or by emptying the containers hydraulically with the help of dumper placer arm unit mechanism. The garbage from the hopper shall be swept by sweeping plate fitted at the end of packing plate and pushed inside the body and then compressed against the ejection plate.
7. The tailgate shall be equipped with heavy-duty turnbuckle one on each side/other suitable mechanism to hold tailgate and body together.
8. The tailgate shall be provided with sturdy arrangement for raising and controlling of descent.
9. The operation of the tailgate mechanism shall be such that it avoids the possibilities of accidents.
10. Hose burst non-return valves shall be provided to prevent the tailgate descending in the event of hydraulic failure.
11. The packer plates shall be designed as per the specifications given.
12. Lever shall be provided on the rear side of the vehicle to start packing mechanism. Arrangement shall be provided to stop the system instantaneously with the help of switches provided at the rear of the vehicle.
13. The packer blade shall be designed as per the specification given.
14. The packer blade shall be fitted with sturdy mounting to the cylinders.
15. There shall an inter lock valve fitted to prevent packing/occurring when the hopper is raised.
16. Arrangement shall be provided to control the speed of the engine automatically at the time of operation of Compacting system so that the speed is not depend on the throttle opening of the engine when the vehicle is stationary.
17. The ejector plate shall be suitably angled & so that proper ejection takes place when operated.
- 18 Arrangement shall be provided such that the tailgate shall not come down even in case of hydraulic failure.



19. The Collected Garbage shall be emptied / unloaded in to the hopper of the compactor from appx. 4.0 CMT MS containers and/or manually as per the site requirements.
20. Pressure regulation switch shall be provided for setting desired pressure of telescopic cylinder on the ejector plate. The regulation switch shall have a key lock arrangement for pressure setting & for safety of the system.
21. Auto compaction mechanism shall be provided for hydraulic operation of the RC system.

#### **MISCELLANEOUS**

- I. The cabin shall be provided and fixed with
  - 1 Roof Light - 01 No.
  - 2 Heavy duty Wiper Machine - 01 No. (with Arm & Blade)
  - 3 Heavy-duty Bracket type convex mirror - 01 No.
  - 4 Hand operated Traffic Signal - 01 No.
  - 5 Extra wiring wherever necessary
- II. Suitable size battery box shall be provided under the attendant seat.  
The tenderer shall provide the extra length of battery cable.
- III. Stoplights, direction indicator lights and tail lamps shall be provided and fitted.
- IV. All controlling switches for lights, driver cab light and wiper machines shall be provided on dashboard panel or near driver's seat to operate easily.
- V. The cabin shall be painted externally and internally with Dulex, Nerolac, Shalimar, Asian or Other good quality paint of approved shade.

#### **PAINTING**

##### **G**

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

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

The rear body shall be painted from outside with Asian/ Nerolac / Berger / ICI /Shalimar/Dulux. The colour scheme will be intimated later.

- o All welding work must be MIG welding only. All necessary finishing shall be carried out prior painting. Welding wire shall be of ESAB/ADOR/L&T only.
- o All angle and channels and other raw materials are as per Indian standard.
- o All MS material shall be of Tata / SAIL / Jindal / Vishakhapatnam steel/ Essar /Ispat/Hardox/as suggested in the tender (for angle/ channel if not available of above brand then it shall be of IS/ISO approved make) only. Contractor has to submit necessary test report and/or invoice copies.
- o Paint must be of standard brand only like Asian, Nerolac, Berger, ICI, Dulux and Shalimar only.

**Other Conditions:**

1. The work involves design, fabrication, erection, supply and commissioning of Garbage compactors having minimum Appx. 14 Cu.M capacity mounted on suitable Chassis to be purchased by Tenderer, as per specifications attached.
2. These specifications only show the requirement briefly. Each tenderer shall attach descriptive literature along with a detailed description of the machine covering all the salient features.
3. The compactor shall be built to with stand the strength and vibration of the roads as well as those at treatment plant / landfill site. The tenderers are requested to see landfill site in order to ensure the conditions under which the vehicles are expected to operate.
4. All moving parts shall be provided with adequate means of lubrication by providing nipples etc.
5. All reciprocating parts shall be suitably guarded

6. The equipment shall be capable of being operated under average conditions for at least 12 hrs. Continuously without any ill effects on its component.
7. The Garbage compactor will meet the requirement of Motor vehicle Act 1989 & amended soon.  
with the latest emission norms, and amendment thereof, if any.
8. The tenderer will have to give the demonstration of the compactor offered whenever called for by the department  
However imported components shall be approved by principals and international organisation with certificates.
9. Every part of the equipment including rubber hoses shall be guaranteed for a period of one year.

Contractor's Sign With Seal

Joint Director (Mechanical)  
Central Workshop.  
Ahmedabad Municipal Corporation

## APPENDIX - 1 (Continue)

### SCOPE OF WORK FOR COMPREHENSIVE O & M CONTRACT (Garbage Compactor with DP arm system Vehicles and Garbage container):-

The scope of work is Comprehensive, Operation & Maintenance Contract of Garbage Compactor with DP arm system Vehicles of AMC for the period of 5 years as per specification and conditions mentioned in the tender document. The contractor shall have to commence the work with in 7 days from the date of issuance of vehicles to them by AMC and shall have to scale it up to the expected level within 15 days. The O & M Contract will be for a period of 5 years from the date of commencement of O and M work subject to annual renewal as mentioned in the document. The same can be extended for a further period of 2 (Two Years) Years by the corporation and on the terms and conditions mutually agreed upon in writing.

Contractor has to Load the MSW in hopper of the RC units, collected by various street sweepers of AMC/pvt sweepers /workers etc including other waste as informed by officer of Health deptt/other related deptt. of AMC from different garbage container sites timely and efficiently on 24 x 7 basis through out the year as per the AMC requirement during the contract period. Contractor has to shuttle the RC units between various waste collections stations (Garbage container sites) &/or areas as defined by officer of Health deptt /other related deptt of AMC timely and efficiently and has to collect waste either directly from the workers &/or has to operate various RC container provided at such waster collection points. Waste collected in the RC shall be compacted by using the compactor mechanism. The waste so collected in the RC unit/s shall have to be transported to either zonal transfer station &/Or waste dumping site /treatment plant (which ever is near and preferable based on garbage quality) of AMC as per instructions of AMC officials. The waste which has left on ground where RC unit is stationed shall also be picked by labours of contractor with the help of required tools (which shall be provided by contractor as per the site requirement) and they have dispose of such waste in to RC unit and have to keep such site neat and clean. No garbage shall be left out &/or spill over from the RC unit at site &/or during transportation. The leachate if any generated and spread over the site due to compaction of the waste (wet), shall be cleaned by contractor's labour. Every day RC unit shall be cleaned by contractor, so that no bad smell or odour should come out from the unit. Contractor shall have to operate the different capacities waste bins / containers with the help of Dumper Placer arm mechanism and unload the MSW so collected in such bins placed at various locations. Contractor has to provide one skilled driver and two labours with each RC vehicle during the entire working time. Successful tenderer has to maintain the RC container also (about 302 Nos, these may change based on AMC requirement) kept at various waste collection points. Timely repair (i.e body work, color, hook, top lids, structure etc shall be repaired/ replaced by him as per the requirements) of entire container with labour and materials shall be carried by him.

Successful tenderer (Contractor) has to daily attend average 20 Nos. of containers zone wise in 8 hours shift through one RC Unit. Further average 2.5 trips contractor has to make in one shift of 8 hours to the waste disposal site / RTS as informed by zonal Dy. H.O. keeping in mind the zonal work requirement; otherwise proportionate amount will be deducted from approved rate of 8 hours and so on for other shifts (same logic for 12 & 16 hours shift will be applied) when asked to do so by zonal Dy HOs based on work requirement.

Initially it is planned to deploy appx. 302 Nos. of appx 4 cmt. capacity MS containers in East & North Zone group, which will be handled with the help of 18 Nos. (with spare units) of Garbage Compactor with DP Arm Systems (as mentioned in this tender) with DP arm system. AMC based on prevailing practice of waste management in the city, can increase / decrease the number of containers & work quantum even after award of work & from the running contract at any time. No compensation for reduction in work will be given in any way. This shall be binding to the contractor/s.

The operation of Vehicles shall be confirming to Operation manual of the Vehicles manufacturer. The repairs & maintenance shall be carried out, as per the practice prescribed by manufacturer/instructed by Central Workshop.

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

The corporation has the right to charge the contractor for any damage caused to corporation assets and the same shall be recovered from the contractor with immediate effect. Contractor has to keep enough spare/stand by units for preventive and breakdown maintenance of all the equipments as per the unit/equipment manufacturer's guideline and this will be verified by the Engineers of Central Workshop, at any time for smooth and uninterrupted working of Vehicles.

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

Contractor has to submit daily/weekly/monthly report of their work to the respective AMC department

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

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

**(A) Comprehensive Operation:**

- i) As the operation of the Vehicles on everyday basis is required, it would be the responsibility of the successful bidder to provide 1 skilled operator having valid driving license known to all operational activities of the Vehicles and 2 workers on each vehicle per shift (8) hours or as may be required on all the 365 days of the calendar year. Further each Vehicles's operation shall be stalled for 2 days in a month for routine maintenance or has to arrange for off time maintenance schedule or as per the work requirements and instructions by Central Workshop deptt, AMC.
- ii) Planning of rendering the services shall be based on 8 hours operational shift. However based on department requirement contactor has to provide Vehicles for actual work requirement.

- iii) During situations such as visits of VIPs successful bidder will be require to render operational service even on National holidays. No extra payment would be payable to the contractor form rendering operational services on these events which is required to be noted by the successful bidder.
- iv) Successful bidder will have to ensure that each and every Vehicles must be covered with their comprehensive insurance per year and that the next year's insurance shall be done before the expiry of the earlier year's insurance. It may be noted that the successful bidder will be paid as per the tendered offer only. Necessary documents shall be submitted by contractor.
- v) To maintain the disciplined and efficient services, it would be necessary to appoint at least one supervisor in addition to operators and provide them uniforms, safety gears & mobile facilities.
- vi) As far as parking arrangement of the Vehicles are concerned, the parking place shall be made available by AMC.
- vii) If due to less work &/or for any reason, AMC do not wish to run the Vehicles/s for 8/12/16 hrs. shift then contractor will be paid on prorata basis for actual working hours on that day. AMC decision & rate calculation in such event/s will be final & binding to all.
- viii) Shift timing will be calculated (started) from start of Vehicles from parking area & end will be when Vehicles come back again to parking area which is provided / identified by zonal Dy.H.O. However; contractor has to ensure fast & efficient movement of Vehicles/s in all the case. If AMC finds any inefficiency; can take necessary actions & will be binding to contractor.
- ix) A successful bidder shall maintain log sheet to enter the information about the day to day works allotted to them by the representative of their concerned Dy. Health Officer of the zone.
- x) For any default of service performance a penalty of amount equivalent or not more than to the O & M cost of the specific Vehicles and the length of the default area (at the rate accepted by AMC) shall be deducted /charged from the running bills. The details of the events of default and the exact rate of penalties shall be as specified in tender terms.
- xi) As a disciplinary measure, following penalties would be levyable so that the defaults are not recurred.

Sr.	Type of default	Penalty to be impost
1	If contractor fails to load-Unload MSW &/Or other waste &/or carry out carry out the work etc. as per the scope of work	Rs. 1000/- for each such event.
2	In case the contractor fails to paint the Vehicles at every twelve months (if original color found damaged)	Rs.100/- per Vehicles per day till the same are painted.
3	The Garbage Compactor with DP Arm System with DP arm system Vehicles shall be exclusively used for AMC work only. Any deviation from this shall attract penalty. (in absence of AMC instruction)	Rs. 1000/- for first such incidence and then after Rs. 5000/- for such incidence.
4	If any of the contractor's staff at the work is found to be working without the prescribed safety gear,	Rs. 10/- per person for that shift.

	uniform etc.	
5	If contractor fails to provide the driver cum operator as per the requirement of AMC	Rs. 300/- per person for that shift.
6	If the Supervisor/Manager is not found on the work (either at any site or at their control office) during the prescribed working hours	Rs. 500/- per such incidence
7	If the Vehicles bodywork is found damaged and not repaired	Rs. 100/- per day till it is repaired
8	If the minor and major repairing work is not carried out as per the schedule given in tender	RS. 500/- per Vehicles per day till the work completed.
9	If the labour is not found on the work during the prescribed working hours on Vehicles/s	Rs. 200/- per such event.
10	Non use of mobile by any of Supervisor/Manager &/Or Operator.	Rs. 50/- for each of such event.
11	Not keeping valid driving license while Vehicles is working conditions.	Rs. 200/- for each such event.
12	Non repair of MS containers	Rs. 50/- per container per day till the work completed.

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

The tenderer / contractor shall keep the Vehicles in perfect working condition to the satisfaction of Central Workshop.

**(B) Comprehensive Maintenance:**

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

- 1) As regards servicing routine and scheduled maintenance of the each Vehicles, the same shall be carried out by the successful bidder through their maintenance staff preferably on Sundays in rotation/or as per Central Workshop ,AMC instruction and prior schedule.
- 2) They shall arrange for the workers at their level and at their cost.
- 3) They shall arrange for all the consumables, fuels, oil and spare components at their level and at their own cost. The tentative schedule of their preventive and schedule maintenance which successful bidder will be required to carry out as per as manufacturer's recommendations and in consultation with central Workshop, AMC, Ahmedabad.

As regards break down and accidental maintenance of the each Vehicles, the same shall be carried out by the successful bidder through their field maintenance staff as well as in house staff as and when required.

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

- (a) They shall arrange for all the workers at their level and at their own cost.
- (b) They shall utilize their workshop facilities at their own cost.

- (c) They shall arrange for all the consumables, oil and spare components at their level.
- (d) In case of accident of the Vehicles, major break downs would be inevitable. The Vehicles shall be repaired and put back into operation by the successful bidder utilizing their manpower and workshop facilities at their own cost. They shall arrange for all the consumables, oil and spare components at their level.

The separate operation and maintenance agreement will be signed after the award of contract which shall remain valid for Five years / till end of contract period.

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

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

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

The corporation has the right to charge the contractor for any damage caused to corporation assets and the same shall be recovered from the contractor with immediate effect. Contractor has to keep enough spare/stand by units for preventive and breakdown maintenance of all the equipments as per the unit/equipment manufacturer's guideline and this will be verified by the Engineers of Central Workshop, at any time for smooth and uninterrupted working of Mechanical sweeper Vehicles.

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

Contractor has to submit daily/weekly/monthly report of their work to the respective AMC department.

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

#### **WASHING OF VEHICLE**

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

#### **TOOLS & TACKLES**

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

#### **OTHERS**



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

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

Each Vehicles shall be provided with fire extinguisher and first aid kit along with other necessary tool-tackles and accessories.

The tenderer / contractor shall keep the vehicles in perfect working condition to the satisfaction of Central Workshop, AMC.

The Contractor has to arrange for O & M of Vehicles outside of Ahmedabad city as and when required by AMC.

**Service station/Workshop Facility:**

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

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

The contractor shall be responsible for smooth and satisfactory operation and maintenance of the Vehicles for 365 days round the year for a period of 5 (Five) Years from the date of commencement of actual O & M work.

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

1. The contractor shall prepare and implement an effective operation and maintenance programme in consultation with Central workshop Department, AMC. AMC will not provide any skilled or unskilled work force, Vehicles, or equipment other than that specified in the TD. It is absolute responsibility of contractor to look after all sorts of maintenance whether preventive or breakdown.
2. The quality of all consumable and spare as per manufacture recommendation shall be made available at site/workshop all the time and will be verified by Central Workshop department.
3. The contractor shall be responsible for keeping up-to-date record of documents including day to day work of all the vehicles put in use as per requirements of AMC. The contractor shall maintain and update logbook, in which details of operational parameters are recorded in every shift and at regular interval or as decided mutually.
4. The Contractor shall maintain separate checklist register for daily, weekly, fortnightly, monthly, quarter yearly, half yearly and yearly activities. Also during checking if any abnormalities found it must be brought to the notice of AMC officer in charge and rectified by the contractor.
5. The contractor shall be responsible to carry out day-to-day as well as periodic maintenance, necessary to ensure smooth and efficient performance/running of all equipments, Vehicles as per manufacturer's specification and maintaining the record of the same. Maintenance of all vehicles will be supervised by Central workshop department of AMC. Contractor has to carry out all the related work under intimation and supervision of them.

6. The contractor shall have to issue identity cards with photographs, uniform to all the staff employed for Operation and maintenance including transportation.

It will be the responsibility of the successful tenderer to have insurance coverage of all vehicles / Vehicles along with their operating staff at their cost. They are requested to note that there will not be any reimbursement in this regard by AMC. In case any mishap / accident occurs on the road or at site, the successful tenderer will have to shoulder the complete responsibility of the same, right from registration of Police complaint, lodging / follow up of the insurance claim and facing the court trials etc. It shall be the responsibility of successful tenderer to set right the Vehicles without raising any extra bills / claim against the same for reimbursing the same from AMC. However, they shall be liable to receive all the payments received by AMC against the settlement of insurance claims from the Insurance Institutions. AMC authorities shall give the full cooperation to the successful tenderer by signing the requisite documents necessary for raising the insurance claim up to settlement of the same.

#### **PROVISION OF GPS MECHANISM**

Contractor as per the requirements of AMC, for effective communication shall provide communication system/ equipments including GPS system (if asked by AMC) at his cost, as per the AMC policy. At present AMC has decided to deduct Rs. 572/- per month (every monthly) per vehicle for GPS system hardware and software expenditure. Detailed policy - norms can be availed from AMC. Further if any change in , same will be made effective by AMC and shall be applicable to contractor and binding to him.

#### **IMPORTANT NOTE:**

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

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

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

The AMC shall not be responsible for any accident /injury to the staff of the contractor. It is contractor's responsibility to take insurance of his employee, medical facility, work compensation etc. as per workman compensation act and all other relevant laws. Further the AMC will not provide any insurance, medical facility, workman compensation, etc. to the staff of contractor.

Due to strike by the contractor's employees, the operation and maintenance of Vehicless must not be affected and the property of AMC should not be damaged. In such case any dispute/discrepancy occurs the decision of Dy. Municipal Commissioner (Workshop) will be final and will be binding to the contractor. Also if any expense is required to be made on this account by AMC, it will be deducted from Contractor's bill/SD.

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

The duration of the contract shall be for 5 (Five) Years from the date of actual work commencement of Vehicles. However AMC reserves the right to terminate the contract at any time by giving 02 months (60 days) notice to the contractor.

All these works shall be done as per standard practices and by following MSW rule 2000, labour, factory, electrical, GPCB, and all other old and new law and order, Indian standards etc. as applied by Local, State and Central Govt. of India.

Contractor shall have to establish the workshop for parking and maintenance of vehicles at his own cost. Ahmedabad Municipal Corporation, if possible, shall allot place for establishment of workshop at particular zone of work or at Gyaspur at free of cost. But, contractor shall have to pay property tax and other relevant taxes, VAT, light bill, water bill etc. (as per the AMC norms and law if payable). AMC will arrange water supply system, drainage system and Road upto the gate of place provided to build workshop. The contractor shall vacate the place whenever informed by AMC. Contractor shall build the workshop on his private place at his own cost and risk.

Vehicles shall be kept clean and in up to date condition and shall be in a state of perfect working condition which is to be provided to Municipal Corporation for carrying out such work. As per the Indian labor law, the contractor shall provide adequate facilities for their safety and basic amenities required in daily routine to drivers and labours.

Vehicles provided for work shall be inspected by central workshop department. Apart from that, fitness certificate from RTO department shall be collected by contractor for vehicles which is to be used for these work.

The vehicles shall have valid pollution control certificate (PUC) at all times and copies of the same shall be provided to respective Municipal Office.

The successful tenderers shall have to provide all necessary protective gears of the standard make and quality to the labour staff employed by them.

At the end of O & M contract period, contractor shall hand over the Vehicles in satisfactory working conditions acceptable to Municipal Commissioner &/or Central Workshop Department / their authorized representative. Otherwise penalty equivalent to the cost of repairs will be imposed by AMC at the discretion of Municipal Commissioner & shall be binding to the contractor.

#### **PAINTING:**

This work is also inclusive of painting of vehicles and RC container etc at the regular interval of two year in normal case and as and when required in accidental/repairing situation. The central workshop department will verify this. However, if any unit/mechanism will found to have some defect in paintwork at any time, the Contractor has to repaint the same under the instruction of Central workshop Engineer.

The contractor shall not employ guilty person or indisciplined person.

The Contractor shall have to take valid labour license & any other relevant license from statutory bodies as required for this type of contract. Necessary documents shall be submitted by contractor.

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

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

Upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this contract, the AMC has the alternative right, instead of assuming charge of entire work, to place additional labour force, tools, equipments and materials on such parts of the works, as the AMC may designate or also engage another Contractor to carry out the work. In such cases, the AMC shall deduct from the amount which otherwise becomes due to the Contractor, the cost of such work and materials with 10% added to overall departmental charges and should the total amount thereof exceed the amount due to the Contractor, the Contractor shall pay the difference to the AMC. It should be specifically noted that wherever bank guarantee is required to be submitted, it should be from Nationalized Bank/Schedule bank/Banks mentioned in AMC circular only (As per AMC norms).

#### **CONTRACT PERIOD**

The Contract will be for a period of Five years from the date of commencement of O & M work subject to annual renewal as under. The same can be extended for a further period of 2 (Two) Years by the Corporation and on the terms and conditions mutually agreed upon in writing.

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

#### **PERFORMANCE POINT CERTIFICATE TABLE:**

Sr. No	Head	Maximum Score	Score of the Contractor
1	Punctuality in providing vehicle and overall efficiency of working	35	
2	Behavior and discipline of the staff with AMC officers and employee during working	10	
3	Maintenance of Truck mounted Garbage Compactor with DP arm system units	35	
4	Overall efficiency of working	10	
5	Execution of additional work	05	
6	Maintenance of GPS system with related infrastructure	05	
	<b>Total</b>	<b>100</b>	

The above score will be calculated at the end of each month by respective dept and at the end of year average points shall be informed to centralized department. The performance shall be reviewed and reported by Zonal Health department (for sr. no. 1 and 2), Solid Waste Deptt. (For sr. no. 6) and Central Workshop Department (for Sr. no. 3, 4, 5) of AMC and at the end of the year, it will be reviewed by Dy. Municipal commissioner (Workshop / SWM). If the average yearly score is equal to or above 75, the Contract will get automatically renewed.

#### **CONTRACT PRICE**

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

change in any of tax structure during contract period, same will be applicable (increase/decrease) and considered for contract price change. However necessary documentary proof shall be submitted by contractor as per requirements of AMC.

The O & M Contract Price shall be fixed during entire contract period of 5 (Five) Years, Only diesel price (Fuel Price) variation and taxation changes during the contract period will be considered. No other increase will be given during the entire contract period.

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

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

#### **FUEL PRICE ADJUSTMENT:**

Change in Fuel Price will be given to the contractor at the end of each quarter after the actual start of O & M 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 1st week after every quarter (after three months from start of O & M work) will be taken in to account for calculating change in Operational contract price. No change will be given for maintenance contract price during entire contract period. New O & M cost will be calculated as below (Base rate will be the rate applicable at the time of award of contract):

Only diesel price variation during the contract period will be considered for which tenderer must have to clearly specify the % loading towards diesel part in the operation contract price without fail, which will be consider for diesel price variation. 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;

$$\text{Change in diesel part Rs. (C) = A x B} \times \left\{ \frac{x}{y} - 1 \right\}$$
$$\text{New Rate of operation contract for quarter in Rs.} = A \pm C$$

**New O & M Contract price for Quarter in Rs.** = Original Maintenance contract rate + New Rate of operation contract for quarter

Where;

A = current rate of operation contract

B = % age loading of diesel part in operation contract price as approved in tender

C = Change in diesel part due to change in fuel price

x = Rate of diesel in this quarter ( current quarter)

y = Rate of diesel in previous quarter

#### **WORKFORCE**

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

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

The contractor shall appoint at least one supervisor to ensure that services are rendered effectively. They must be available on site &/or at their office during the working hours.

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

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

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

The contractor shall ensure that the supervisors and cleaners are all mentally stable, and are able to communicate properly. They should not pose any hazard to the general public. Contractor shall give preference to local Valmiki Samaj workers for the work. Contractor must have to pay the salary through banks to the workers, drivers and other workforce regularly and contractor shall be fully responsible for that.

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

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

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

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

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

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

termination of the contract. It will not be binding to the corporation to justify the reasons to the Contractor for advising such withdrawal of staff.

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

### **WORKING HOURS**

The contractor shall ensure that his personnel report to work everyday at designated time and work sincerely throughout the period prescribed in the contract with AMC. The staff so deployed shall be given the statutory weekly off. The contractor shall make provision for substitute manpower during weekly off of the staff and statutory holidays so that the work is not affected at any site in the City. The corporation will not pay any extra payment for making substitute arrangements on weekly off and other holidays.

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

### **OPERATIONS AND USE OF VEHICLES & EQUIPMENTS**

The Contractor shall be fully conversant with all the laws applicable to the work under the contract including Motor Transport Work's Act 1961

It shall be the responsibility of Contractor to operate and maintain the Vehicles in various shifts on a daily basis as may be agreed between the contractor and the AMC and in case of any differences of opinion between two, the work shall be carried out as may be directed by the AMC from time to time. Working schedule will be finalized in consultation with the zonal Dy.Health officer and Incharge, Central Workshop.

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

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

Materials used for Fabrication of units should be of standard make & as per instruction / specifications of central workshop of AMC. The vehicles shall be properly painted at once in two year as per the color specified by the corporation with anti corrosive paints to avoid any rusting and Hydraulic units should be maintained as per the prevailing RTO and other govt./statutory Rules. Contractor shall have to maintain the history sheet of vehicles and has to submit to the Central Workshop department as required.

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

### **PENALTY:**

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

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

- All minor repairing & preventive maintenance shall be carried out within 24 Hrs. otherwise penalty will be imposed as per penalty shown in penalty table, which will

be deducted from the monthly bill of the contractor. Preventive maintenance schedule shall be prepared in coordination with central workshop department.

- All major repairing shall be carried out within 7 days otherwise penalty will be imposed as per penalty shown in penalty table, which will be deducted from the monthly bill of the contractor.
- Minor work: Routine service, Hose replacement, electrical work, normal fabrication/body work, external leakages (oil/water/diesel), mechanical/hydraulic settings, transmission job, brake/ steering job, seal kit repairing / replacement, etc., fan belts replacement, motor servicing, filter cleaning/replacement, electrical fault etc. for vehicle as well as for compactor unit. Minor engine related work. These shall be carried out at site or at AMC's parking place / at central workshop, AMC, as per requirement.

Major work: Structural damages, Main compactor mechanism job, Control panel repairing &/or replacement, Engine o/h related work, differential related major work.

Other than above repair job (for minor/major), it will be decided by Central Workshop department based on the job and will be binding to contractor. Decision of Central Workshop, AMC for major / minor work identification will be final & binding to contractor.

- The contractor shall be required to take full insurance for all the vehicles, equipments etc during the contract period. It will be the responsibility of the successful tenderer to have insurance coverage of their operating staff also. There will not be any reimbursement in this regard by AMC. If any mishap / accident occur on the road or at site, the successful tenderer will have to shoulder the complete responsibility of the same, right from registration of Police complaint, lodging / follow up of the insurance claim and facing the court trials etc. It shall be the responsibility of successful tenderer to set right the vehicles/Vehicles without raising any extra bills / claim against the same for reimbursing the same from AMC. However, they shall be liable to receive all the payments received by AMC against the settlement of insurance claims from the Insurance Institutions. AMC authorities shall give the full cooperation to the successful tenderer by signing the requisite documents necessary for raising the insurance claim up to settlement of the same.

The penalty will be deducted from the monthly bill of the contractor. Further in above circumstances (Sr. no. 5) AMC will be at liberty to use vehicles by an alternate arrangement and during such circumstances if any damage occurs to the Vehicles/s, same also must be set right by the contractor for which no extra payment / claim will be reimbursed to the contractor by AMC. This shall be binding on the contractor.

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

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



The Contractor will be solely responsible for any consequences under various laws, arising out of any accident caused by vehicles, equipments or his employees to the property or personnel of the corporation.

The corporation shall not be responsible for any claim / compensation that may arise due to death / injury / damage caused by municipal vehicle used by the contractor to any third party or his own staff while providing services to AMC under the Contract.

#### **SAFETY PROVISIONS**

The contractor shall at his own expenses arrange for the safety precautions as required by the Corporation/necessary for such services, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the contractor fails to provide such facilities, the Corporation shall be entitled to do so and recover the costs thereof from the contractor. Contractor has to provide necessary security and safety provision at their own for Vehicles during the contract period at the work &/or parking place etc provided to them.

#### **MATERIAL AND WORKMANSHIP**

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

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

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

#### **OTHERS**

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

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

#### **IMPORTANT NOTE:**

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

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

The AMC shall not be responsible for any accident /injury to the staff of the contractor. It is contractor's responsibility to take insurance of his employee, medical facility, work compensation etc. as per workman compensation act and all other relevant laws. Further the AMC will not provide any insurance, medical facility, workman compensation, etc. to the staff of contractor.

Due to strike by the contractor's employees, the operation and maintenance of plant must not be affected and the property of AMC should not be damaged. In such case any dispute/discrepancy occurs the decision of Dy. Municipal Commissioner (Workshop) will be final and will be binding to the contractor. Also if any expense is required to be made on this account by AMC, it will be deducted from Contractor's bill/SD.

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

At the end of O & M contract period, contractor shall hand over the Vehicles in satisfactory working conditions acceptable to Municipal Commissioner &/or Central Workshop Department / their authorized representative. Otherwise penalty equivalent to the cost of repairs will be imposed by AMC at the discretion of Municipal Commissioner & shall be binding to the contractor. This will be recovered from the contractor form any of his dues &/or security deposit with AMC.

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

Tenderer shall have proper tie-up agreement with the manufacturer/authorized dealer/agent/distributor duly registered in India for the entire contract period, clearly stating that the manufacturer/authorized dealer/agent/distributor will supply the spare parts, provide technical support and services and with backup guarantee of the manufacturer/authorized dealer/agent/distributor to AMC during the entire contract period.

The contractor shall not employ guilty person or indisciplined person.

The Contractor shall have to take valid labour license & any other relevant license from statutory bodies as required for this type of contract.

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

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

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

Upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this contract, the AMC has the alternative right, instead of assuming charge of entire work, to place additional labour force, tools, equipments and materials on such parts of the works, as the AMC may designate or also engage another Contractor to carry out the work. In such cases, the AMC shall deduct from the amount which otherwise becomes due to the Contractor, the cost of such work and materials with 10% added to overall departmental charges and should the total amount thereof exceed the amount due to the Contractor, the Contractor shall pay the difference to the AMC. It should be specifically noted that wherever bank guarantee is required to be submitted, it should be from Nationalized Bank/Schedule bank/Banks mentioned in AMC circular only.

#### **INDEMNIFICATION**

The Contractor shall bear responsibility for loss of or damage to the property, suffered by AMC, death or injury to person (or any claim against AMC in respect thereof and all expenses relating thereto) in connection with the services provided under the Contract resulting from any negligent act or omission of the Contractor. The Contractor will hold the AMC fully indemnified in respect thereof.

The indemnified party shall have the right, but not the obligation, to contest, defend, and liquidate any claim, action, suit or proceeding by any third party alleged or asserted against AMC in respect of, resulting from, related to or arising out of any matter for which the AMC is entitled to be indemnified there under, and the reasonable costs and expenses thereof shall be subject to the indemnification obligations of the Contractor there under. The Contractor shall be liable for all payments, proceedings, and liabilities including payment of counsel fees.

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

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

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

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

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

The Contractor shall be responsible for all risks to the work and shall make good at his own cost, all loss or damage, whether to the works themselves or to any other Municipal property, or third party or to the lives, persons, or property of others, from whatsoever cause, arising out of, or in connection with the works, either during their progress or during the defects liability period, and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the Commissioner or the Corporation shall be called upon to make good any such costs, loss or damages, or to pay compensation (including that payable under the provisions of Workmen's Compensation Act ) to any person or persons sustaining damage as aforesaid by reason of any

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

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

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

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

The contractor shall raise monthly bills to the Central Workshop department for O & M contract work at the rate agreed and approved under the contract.

Contractor shall submit his monthly bill in the 1st week of every month to the Central Workshop deptt. From time to time along with duly certified log dairy and certificates as mentioned in the performance point table given by respective department as mentioned there and work done certificate as per the format given by AMC.

For O & M contract payment will be made only for those shifts/ working for which work has been carried out by contractor on the basis of per shift/ 12 hours/ two shifts rate quoted in tender. However if work is carried out in different shift timings (with inbetween shift break), then separate shift time will be considered.

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

Successful tenderer (Contractor) has to daily attend average 20 Nos. of containers zone wise in 8 hours shift through one RC Unit. Further average 2.5 trips contractor has to make in one shift of 8 hours to the waste disposal site / RTS as informed by zonal Dy. H.O. keeping in mind the zonal work requirement; otherwise proportionate amount will be deducted from approved rate of 8 hours and so on for other shifts (same logic for 12 & 16 hours shift will be applied) when asked to do so by zonal Dy HOs based on work requirement.

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

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

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

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

#### INSPECTION

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

#### FORCE MAJEURE

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

Following shall be the events and circumstances of Force Majeure:

Act of War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, revolution, riots, insurrection, civil commotion, act of terrorism, or sabotage

The expropriation or Compulsory acquisition or seizure of the assets of The Contractor by any Governmental Instrumentality, provided that this clause shall not apply where such Act constitutes a remedy or sanction lawfully exercised as a result of a breach by the Contractor of any Indian law or Indian Directive but excluding any change in law.

Act of God epidemic, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or other unusual or extreme adverse weather or environmental conditions, action of the elements, meteorites, fire or explosion to the extent generated from the source external to the Contractor or his assets due to reasons other than, those caused by negligence of the Parties, chemical or radioactive contamination or ionizing radiation.

**Procedure for Calling Force Majeure:** The affected party shall notify to the other party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 24 hours (Twenty Four hours) after the Affected Party knew, or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Contract.

The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures, which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. When the affected Party is able to resume performance of its obligations under this Contract, it shall promptly give the other party written notice to that effect provided that in no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.

The rights and obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure. AMC shall not be liable to make any payments to the contractor for it being affected on account of Force Majeure.

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

#### **TERMINATION OF CONTRACT**

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

**Right of the Ahmedabad Municipal Corporation to Determine/ Terminate Contract** If work is found unsatisfactory by Ahmedabad Municipal Corporation (AMC), AMC shall terminate the contract after giving notice period of 60 days and in this case decision of competent authority and debarring / blacklisting the agency shall be binding to the contractor.

Either Party can terminate the Contract by giving prior written Notice of at least 60 days. However reason shall be justified and in relation to the tender terms.

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

- a. If the Contractor at any time makes default in proceeding with the work with due diligence and continues to do so after notice in writing of fourteen days from the Dy. Municipal commissioner (Workshop); or
- b. Commits default in complying with any of the terms and conditions of contract and does not remedy it within fourteen days after a notice in writing is given to him in that behalf by the Dy. Municipal commissioner (Workshop);, or
- c. Fails to complete the works or items with individual dates completion, on or before the date(s) of completion and does not complete them within the period specified in

a notice given in writing in that behalf by the Dy. Municipal commissioner (Workshop), or

- d. Shall offer or give or agree to give to any person in MUNICIPAL CORPORATION service or to any person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to any other contract for the MUNICIPAL CORPORATION, or
- e. Shall obtain a contract with the MUNICIPAL CORPORATION as a result of ring tendering or other non bonafide methods of competitive tendering; or
- f. Being an individual or a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance of assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any insolvency Act for the tile being in force for the sequestration of his estate or if a trust deed be executed by him for his creditors; or
- g. Being a company, shall pass a resolution or the court shall make an order for the liquidation of his affairs, or a receiver or a manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court of debenture holders to appoint a receiver or a Manager, or
- h. Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or
- i. Assigns, transfers, sublets (engagement of labour on a piece work basis or labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet, the entire works or any portion thereof without the prior written approval of the Commissioner; the Commissioner may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the MUNICIPAL CORPORATION by written notice cancel the contract as a whole or only such items of work in default from the contract.

The Commissioner shall on such cancellation have powers to;

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

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

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

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

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

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

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

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

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

All financial arrangement for this work shall be arranged by the Contractor. AMC shall not be responsible for the financial constraints of the contractor.

Contractor shall provide worker, semi skilled and skilled staff for operating the project during the period of contract. The salary of staff and all other expenses shall be borne by the contractor.

Contractor shall have to depute sufficient staff for monitoring / reporting of various activities related to contract.



The Contractor shall be responsible for any damage occurring to the corporation's property and general public, in case the cause is attributed to the cleaners/supervisors. The contractor shall have to get the same rectified at his own cost and risk, or otherwise, the corporation at the risk and cost of the contractor shall attend the same to.

The Contractor shall ensure, at all times that his supervisors/cleaners do not misbehave with the corporation's staff or general public while on duty. The personnel found misbehaving shall be immediately removed from the work at the risk of the contractor.

The corporation shall not be responsible for any injury/death to the supervisors/cleaners deployed by the contractor. It is the responsibility of the contractor to ensure that his personnel follow the safety regulations strictly, which is in force from time to time.

The Contractor shall obtain all necessary approvals, permits and licenses to operate the said service. The corporation shall in no way be responsible for the loss occurring to the contractor on this count.

Contractor shall take all necessary insurances for the said work and workforce. Insurance for Third Party Liability arising out of Contractor's vehicle, equipment, cleaning agents or workforce shall also be taken from the first day of operation. Corporation shall not be responsible for any losses occurring to the Contractor or third party on this count.

The commissioner reserves the right to impose financial penalty not exceeding 10% of the monthly bill over and above the penalty mentioned for various defaults in penalty clause in a month in case the work is not found up to the mark during the routine inspection carried out by the Municipal Commissioner or corporation's staff. The decision on amount of penalty within the above limit is sole discretion of the commissioner and shall be binding on the contractor.

The Contractor shall maintain a First Aid Kit and other necessary medicines including bandages, antiseptic creams/liquid, anti burn cream/powder as required to attend to any emergency situations.

The Contractor shall indemnify the corporation and its employees against any penalties as PRINCIPAL EMPLOYER, for any failure of the Contractor to honor various State Laws / Enactments / Contract Labor (R&A) Act 1970 (C) / Minimum wages Act / Bonus Act / EPF & MP Act etc.

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

**RISK AND COST:**

i) In case the successful bidder fails to deliver the services as stipulated in the tender, the Commissioner reserves right to get it done from alternate sources at risk, cost and responsibility of successful bidder.

ii) If it is observed that the Contractor carrying out the work fail to comply with instructions given by the authorities at the Dy. Municipal Commissioners / Municipal Commissioner's level during execution of work thrice, the work will be terminated and will be carried out at the risk and cost of the contract & penal action will be taken against them. This decision will not be arbitrable at all.

iii) The above condition will be in addition to the relevant condition in General Conditions of Contract regarding cancellation of full or part of the work, finality of the decision of the disputes, differences or claims raised by the contractors relating to any matter arising out of the contract

The successful Contractor shall have to enter in to an Agreement with Ahmedabad Municipal Corporation. This is subject to the jurisdiction of the competent court of Ahmedabad only.

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

**Joint director (Mechanical)**  
**Central Workshop.**

## APPENDIX-2

### QUALIFICATION/ELIGIBILITY CRITERIA

- A. Only duly registered Firm/Company can submit Bids. Provide Certificate of Registration. (Sales Tax/VAT/Excise duty/ Service tax / Income tax etc.)
- B. Manufacturer &/or Supplier of such type of Garbage Compactor with Dumper Placer arm system Vehicles or its authorized dealer / distributor & / or Municipal MSW work contractors/ service provider having work experience with such &/or other type of Hydraulic Garbage Compactor with DP Arm System Vehicles of any capacity/type (under O & M contract/ Integrated MSW work project &/or rental contract basis) can take part in the tender for which necessary documentary proof should be enclosed with tender. If the tenderer is Authorized dealer / Distributor of the manufacturer, a latest Authority letter should be submitted for this tender. If tender is quoted by Municipal MSW work contractor / service provider then he has to submit the details of Vehicles he quote along with agreement with its Vehicle manufacturer &/or authorized supplier as per tender requirements to qualify in the tender. However Garbage compactor with Dumper Placer arm system Vehicle manufacturer/ supplier must possess requisite quantity and other criteria for Vehicles supply and performance as mentioned in the work experience clause below. Necessary documentary proof shall be attached with the tender.

#### C. Registration

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

- i). PF registration.
- ii). License issued by labour commissioner.

#### D. Financial Criteria:

- i) The Average Annual financial turnover of the tenderer during the last 3 financial years (2013-14, 2014-15 and 2015-16) ending 31/03/16 should be at least 30% of the estimated cost of tender. i.e it should be atleast 835 Lakhs (Rs. Eight Crore Thirty Five Lakhs Only). Separate Chartered Accountant's certificate shall be attached.
- ii) The tenderer / Companies must have Bank solvency certificate of Nationalized Bank/Schedule bank / Bank as per AMC Circular amounting to not less than 20% of the estimated cost of tender i.e it should be at least Rs. 557 Lakhs (Rs. Five Crore Fifty Seven Lakhs Only). The solvency certificate issued shall not be more than one year old.

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

#### E. Work Experience:

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

**Ø For Manufacturer/Supplier**

Manufacturer / principal supplier of the Garbage Compactor with Dumper Placer arm system vehicles whose system are proposed in the tender shall have supplied at least minimum of following quantity Garbage Compactor with Dumper Placer arm system Vehicles during last 7 years ending 30. 4. 2017. All necessary documentary evidence shall be submitted along with the tender.

- a. Three similar works of Supply of Similar Vehicles should not be less than 40% (i.e. 07 Garbage Compactor with DP Arm System Vehicles ) of the quantum of this tender  
or
- b. Two similar works of Supply of Similar Vehicles should not be less than 50% (i.e. 09 Garbage Compactor with DP Arm System Vehicles ) of the quantum of this tender  
or
- c. One similar work of Supply of Similar Vehicles should not be less than 80% (i.e. 14 Compactor Vehicles ) of the quantum of this tender.

Similar work means work related to Manufacture / Supply of chassis mounted Garbage Compactor with DP Arm System vehicles of any capacity for Municipal Solid waste management work. However out of above a, b & c, tender must be having at least 50% experience for supply of Garbage Compactor with Dumper Placer arm system vehicle & balance for normal Garbage Compactor with DP Arm System vehicle.

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

**Ø Work Experience For Service Provider:**

He must be having the Experience of similar O & M work/s / rental / integrated MSW work for Garbage Compactor OR garbage Container lifting by using such &/or other type of hydraulic vehicles for at least 2 full years in last 7 years ending 30.4.2017, it should be either of the following: -

- a. Three similar works of MSW handling in which daily work quantum / vehicle O & M work should not be less than 40% (i.e. services rendered by using minimum 07 nos of Hydraulic Vehicles)  
or
- b. Two similar works of MSW handling in which daily work quantum / vehicle O & M work should not be less than 50% (i.e. services rendered by using minimum 09 nos of Hydraulic Vehicles)  
or

- c. One similar work of MSW handling in which daily work quantum / vehicle O & M work should not be less than 80% (i.e. services rendered by using minimum 14 nos of Hydraulic Vehicles)

Similar work means work related to providing of O & M services / rental based work / integrated MSW project work with / by using Garbage Compactor Vehicles OR Container Lifting Vehicles to any clientele either with own &/or with client's Vehicles (with any type of Garbage Compactor / Container Lifting hydraulic vehicles) for MSW related work in any Municipal Corporation/ ULBs / Government in MSW related work

The tenderer shall furnish a satisfactory work performance certificate from the past/current purchasers/customers with details & it's working together with self-attested copies of purchase order/s received from those client/s.

- F. Further, If tender is quoted by Municipal MSW Service Provider then he has to submit the details of Refuse / Garbage Compactor with DP arm he quote along with agreement with its Vehicle manufacturer &/or authorized supplier as per tender requirements to qualify in the tender. Further Garbage Compactor with Dumper Placer arm system Vehicles manufacturer/ supplier must possess requisite quantity and other criteria for Vehicles supply and performance as mentioned in the above experience clause for For Manufacturer/Supplier. Necessary documentary proof shall be attached with the tender.
- G. The tenderer shall furnish a satisfactory performance certificate from the past purchasers for at least 4 nos. of Refuse/ Garbage Compactor with Dumper Placer are system of any capacity for Vehicles supply & its working together with self-attested copies of purchase orders received from those clients.
- H. The tenderer shall furnish the list of Municipal corporations /ULBs /Institutions with Address & Tel. no. to whom equipments have been supplied during the preceding five years and the numbers of equipments/vehicles such supplied.
- I. Certificate from Chartered Accountant about turn over and past three years' Audited financial statements attached.
- J. If participants are Joint Venture / Consortium then they should fulfil following conditions:

If the supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the contract and shall designate one party to act as a leader (Technical member either manufacturer &/or supplier &/or service provider) with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser. Maximum two parties are allowed for such joint venture, consortium, or association. Manufacture &/or supplier of Garbage Compactor &/Or service provider (i.e. Municipal MSW related work contractors with such type of or other type of Refuse Compactor / Container Lifting hydraulic Vehicles of any capacity). Partners of consortium / MOU may include principal manufacture/supplier of Garbage Compactor with DP Arm System &/or service provider (i.e. Municipal MSW related work contractors with RC Vehicles mfg/supplier of any capacity/type).

Consortium / MOU/ JV etc is permitted maximum up to 2 (two) members; Tie up details of consortium / MOU/ JV etc member with manufacture / supplier of Vehicles shall be submitted with documentary evidence along with tender.

Consortium shall comply with the following minimum requirements:

- a. The consortium / MOU/ JV etc shall be between a maximum of 2 members including the prime bidder or the leader (Technical member) of the consortium / MOU/ JV etc
- b. The consortium / MOU/ JV etc as a part of the consortium / MOU/ JV etc agreement shall declare and nominate the leader of consortium / MOU/ JV etc who will be deemed to be prime bidder.
- c. The consortium / MOU/ JV etc agreement shall clearly and unambiguously specify the roles, duties and responsibilities and stake of each of the consortium / MOU/ JV etc members including binding of parties for execution of the project and till 5 years / expiry of the contract period which ever is later.
- d. The consortium / MOU/ JV etc 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 Ahmedabad Municipal Corporation during the entire period of contract performance.

#### Special Notes

#### K. Disqualification

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

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

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

Note: The experience as sub contractor shall not be considered

Contractor's Sign  
With seal

Joint director (Mechanical)  
Central Workshop.  
Ahmedabad Municipal Corporation

## **APPENDIX-3**

### **Details of Tenderer**

#### **Details of Supplier (submit details of all members of consortium/JV partners)**

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

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

- (a) Name of firm :
  - (b) Address of the office(s)
  - (c) Date of incorporation and/or commencement of business
2.       **Brief description of the Supplier's main lines of business.**
- Brief description of the Service Provider's main lines of business.**
3. **Details of individual(s) who will serve as the point of contact / communication for AMC with the Supplier/contractor:**

- (a) Name:
- (b) Designation:
- (c) Company/Firm:
- (d) Address:
- (e) Telephone number:
- (f) E-mail address:
- (g) Fax number:
- (h) Mobile number:

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

- (a) Name:
- (b) Designation:
- (c) Company/Firm:
- (d) Address:
- (e) Telephone number:
- (f) E-mail address:
- (g) Fax number:
- (h) Mobile number:

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

- (a) Name:
- (b) Designation:

(c) Company/Firm:

(d) Address:

(e) Telephone number:

(f) E-mail address:

(g) Fax number

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

- Specification
- Pictures
- Brief description
- Delivery Schedule

S.No	Details	Action	Remarks
1	Whether tendering firm/company is duly registered?	Say Yes/No Name of the registering authority.(attach certificate)	
2	Whether the tenderer is the Manufacturer of the Vehicles/ Equipment proposed to be supplied or is he the Authorized dealer/ Distributor of the manufacturer?	Put 'X' or 'V' Manufacturer <ul style="list-style-type: none"><li>• Authorised dealer.</li><li>• Distributor</li></ul> (Attach certificates)	
3	Details of Vehicles /Equipment (as mentioned in the tender) supplied in the preceding five years	Say Yes / No. Attach separate sheet giving details	
4	Attach performance certificates from the past purchasers together with attested copies of purchaser order received from those clients as mentioned in the qualification criteria.	Say Yes / No. Attach Certificate	
5	Whether the tenderer and / or his authorized dealer / service provider have been black listed / work terminated by any civic authority/department / any govt. or semi govt. authority?	Say Yes / No.	



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

**Financial Quotation for the Tender for Comprehensive Operation and Maintenance Contract for 5 (Five) Years along with SITC of Truck Mounted Garbage Compactor with DP arm system Vehicles as per AMC Tender Specifications & Conditions.**

Date:

The Municipal Commissioner

Ahmedabad Municipal Corporation.

Mahanagar Sewa Sadan.Danapith.

Ahmedabad-380001

**Sub: Financial Quote for Tender for Comprehensive Operation and Maintenance Contract for 5 (Five) Years along with SITC of Truck Mounted Garbage Compactor with DP arm system Vehicles as per AMC Tender Specifications & Conditions.**

Dear Sir/Madam,

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

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

**SCHEDULE OF PRICE (A)**

- A. Supply, Delivery , testing and Commissioning of Truck Mounted Garbage Compactor with DP arm system Vehicles on new BS-IV chassis with Dumper Placer arm system as per AMC Tender Specifications & Conditions. (for East & North Zone group)

Sl No.	Details	Required Qty.	Financial Quote PER UNIT (Rs.)	Total Amount Rs.
	Supply, Delivery , testing and Commissioning of Truck Mounted Garbage Compactor with DP arm system Vehicles on new BS-IV chassis with Dumper Placer arm system as per AMC Tender Specifications & Conditions. (for East & North Zone group)	18 Nos.		
1	Basic Price			
2	Excise Duty.			
3	VAT			

4	Other Taxes and Duties If any.			
5	Transportation			
6	Others			
	Total			

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

**SCHEDULE OF PRICE (B)**

**B. Comprehensive Operation and Maintenance Contract For 5 (Five) Years of Truck Mounted Garbage Compactor with DP arm system Vehicles as per AMC Tender Specifications & Conditions as per specifications, scope of work and conditions mentioned in the tender. (for East & North Zone group)**

Sr. No.	Particulars	Qty.	Rate per shift of 8 Hrs. working per Vehicles per day Rs	Rate per shift of 12 Hrs. working per Vehicles per day Rs	Rate per shift of 16 Hrs. working per Vehicles per day Rs.
1	Comprehensive Operation Contract For 5 (Five) Years of Truck Mounted Garbage Compactor with DP arm system Vehicles as per specification, scope of work and conditions mentioned in the tender. (for East & North Zone group)	18 Nos.			
2	Comprehensive Maintenance Contract For 5 (Five) Years of Truck Mounted Garbage Compactor with DP arm system Vehicles as per specification, scope of work and conditions mentioned in the tender (for East & North Zone group)				
	<b>Total:-</b>				

**C.**

% loading towards diesel part in the operation contract price quoted in B - 1 above: .....%
---

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

Only diesel price variation during the contract period will be considered for which tenderer must have to clearly specify the % loading towards diesel part in the operation contract price without fail , which will be consider for diesel price variation. Otherwise it will be taken as 60% and will be binding to the tenderer.

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

Yours faithfully,

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

***Duly signed by the Authorized Signatory of the Supplier***

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

\* \* \* \* \*

**Annexure – 1**

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

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

**Date:-  
Place:-**

**Name of Tenderer:-  
Sign / Stamp**

**Annexure - 2**

**General Information:**

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

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

**Annexure -3**

**Audited financial statements :**

**Attach true copy**

- Bidder shall furnish audited balance sheet for financial year 2013-2014, 2014-2015 and 2015-16.
- Also submit separate CA certificate for year wise financial turn over

**Annexure-4**

**History of litigation :**

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

<b>Year</b>	<b>Award for / or Against applicant</b>	<b>Name of Client, cause of Litigation and matter of dispute</b>	<b>Disputed amount in Rupees</b>

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

**Also submit latest status along with documentary evidences.**

**Annexure - 5**

**Undertaking**

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



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

**Signature with seal of the company**



**Annexure - 6**

**DECLARATION OF THE CONTRACTOR :**

**Name of Work :**

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

**Signature of Applicant**

Annexure -7

AFFIDAVIT \* Rs. 100 Stamp :

DECLARATION OF THE CONTRACTOR :

- 1.0 I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct. I also understand that in case of wrongful/false information, corporation is entitled to take any civil & criminal punitive action against me/us.
- 2.0 The undersigned also hereby certifies that neither our firm M/s \_\_\_\_\_ nor any of its constituent partners, directors etc have abandoned any work in India nor any contract awarded to us for such works has been rescinded.
- 3.0 The undersigned hereby authorize(s) and request(s) any bank, person, authorities, Government, or public limited institutions, firm or corporation to furnish pertinent information deemed necessary and requested by the AMC to verify our statements or our competence and general reputation.
- 4.0 The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the AMC.
- 5.0 The AMC and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Affidavit will also serve as authorization to any individual or Authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in the Tender or with regard to the resources, experience and competence of the Applicant.

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

\_\_\_\_\_  
Signed by the Authorized signatory of the firm

**Title of the office**

---

**Name of the firm**

---

**Date**

---

**Note: The affidavit format as indicated above to be furnished on non-judicial stamp Paper of Rs.100 and duly notarized.**

Annexure –8

Format for Bank Guarantee for Bid Security (EMD)

B.G. No.

Dated:

1. In consideration of you, \*\*\*\*\*, having its office at \*\*\*\*\*, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... (a company registered under the Companies Act, 1956) and having its registered office at..... (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the \*\*\*\*\* Project on basis (hereinafter referred to as “the Project”) pursuant to the Document dated ..... issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at..... and one of its branches at ..... (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause of the Tender Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the entire tender Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. \*\*\*\*\* (Rupees \*\*\*\*\* only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Bid Document - for Comprehensive Operation and Maintenance Contract For 5 (Five) Years of Truck Mounted Garbage Compactor with DP arm system Vehicles as per AMC Tender Specifications & Conditions (for East & North Zone group) Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \*\*\*\*\* (Rupees \*\*\*\*\* only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (One Hundred eighty days) days from the Bid Due Date inclusive of a claim period of 60

(sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

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

obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

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

Signed and Delivered by ..... Bank

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

(Signature of the Authorised Signatory)

(Official Seal)