

**VADODARA SMART CITY  
(SMART CITY MISSION)**



**TENDER DOCUMENT FOR**

**Supply, Commissioning and Comprehensive Operation & Maintenance of Smart Waste Management Equipment and Tools – Jetting cum Suction Equipment (Super Sucker) in Vadodara City for Period of Five Years Under Smart City Mission**

**February 2019**

**VOLUME – I  
PRE-QUALIFICATION BID**

**C/o  
Executive Engineer  
Mechanical Department  
VSCDL  
On Behalf of  
Chief Executive Officer,  
Vadodara Smart city Development Limited  
Khanderao Market Building, Rajmahal Road, Vadodara-390209**

**Name of Work:**

**Supply, Commissioning and Comprehensive Operation & Maintenance of Smart Waste Management Equipment and Tools – Jetting cum Suction Equipment (Super Sucker) in Vadodara City for Period of Five Years under “Smart City Mission”.**

**Issuing OFFICE**

**C/o**

**Executive Engineer**

**Mechanical Department**

**VSCDL**

**On Behalf of**

**Chief Executive Officer,**

**Vadodara Smart city Development Limited**

**Khanderao Market Building, Rajmahal Road, Vadodara-390209**

**Phone: +91-0265-2430051**

**Fax: +91-0265-2433060**

**Email: [exen.mechanical@vmc.gov.in](mailto:exen.mechanical@vmc.gov.in)**

**Last Date of online submission : On or before 15th February 2019 before 16:00 hrs.**

**Signature of the issuing officer:**

**Executive Engineer**

**Mechanical Department**

**VSCDL**

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**DISCLAIMER**

Vadodara Smart City Proposal (SCP) was selected to implement the Area Based Development (ABD) and pan-city proposals by Government of India under Smart City Mission. Vadodara SCP proposes smart solutions in ABD and cross pan-city providing various smart feature/infrastructure.

To implement Smart City projects in Vadodara, Government of Gujarat (**GoG**) has formed a special purpose vehicle called Vadodara Smart City Development Ltd. (**VSCDL**).

VSCDL has prepared this Request for Proposals for **“Supply, Commissioning and Comprehensive Operation & Maintenance of Smart Solid Waste Management Equipment and Tools – Jetting cum Suction Equipment (Super Sucker) in Vadodara City for Period of Five Years under “Smart City Mission”**.

The information contained in this Request for Proposal document (hereafter referred as the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

**Chief Executive Officer,**

**Vadodara Smart city Development Limited**

**Khanderao Market Building, Rajmahal Road, Vadodara-390209**

**Phone: +91-0265-2430051**

**Fax: +91-0265-2433060**

**Email: [exen.mechanical@vmc.gov.in](mailto:exen.mechanical@vmc.gov.in)**

**TENDER NOTICE**

1. Vadodara Smart City Development Limited invites detailed bid from interested parties for **Supply, Commissioning and Comprehensive Operation & Maintenance of Smart Solid Waste Management Equipment and Tools – Jetting cum Suction Equipment (Super Sucker) in Vadodara City for Period of Five Years under “Smart City Mission”**.
2. Sealed tenders, for the above work are invited from the Bidders. The Bidder should have experience of installing any systems pertaining to Waste Management Equipments in last three years of similar nature. Bid Document can be obtained from the website [www.nprocure.com](http://www.nprocure.com).
3. Hard copy of Tender fees, EMD and other detail as required shall be submitted to Chief Executive Officer, Vadodara Smart City Development Limited, Khanderao Market Building, Rajmahal Road, Vadodara,-390209 by registered post/speed post only. These envelopes shall than be sealed in a single outer envelope and clearly mark as:

**Tender For “Supply, Commissioning and Comprehensive Operation & Maintenance of Smart Solid Waste management Equipment and Tools – Jetting cum Suction Equipment (Super Sucker) in Vadodara City for period of Five Years under “Smart City Mission”**.

**GENERAL DETAILS OF WORKS**

Name of Work	Particulars	Description
<b>Supply, Commissioning and Comprehensive Operation and Maintenance of Smart Solid Waste Management Equipment and Tools – Jetting cum Suction Equipment (Super Sucker) in Vadodara City under “Smart City Mission” as per Technical Specifications</b>	Tender Issuing Department	Chief Executive Officer, Vadodara Smart City Development Limited  Mechanical Department, VSCDL, Vadodara
	Tender Estimated Cost	17,30,00,000/-
	Tender Fee (Non-refundable)	Rs. 10,000/- + GST @18%
	Earnest Money Deposit (EMD)	Rs. 35,00,000/-
	Starting date of Downloading online Tender Document	6 <sup>th</sup> Feb, 2019
	Last date of online submission of Tender Document	15 <sup>th</sup> Feb 2019 up to 16:00 hrs.
	Hard copy of Tender Fees, EMD and other detail as required shall be submitted	18 <sup>th</sup> Feb 2019 up to 16:00 hrs. Through R.P.A.D./Speed post

Name of Work	Particulars	Description
	on or before	only, <b>Address:</b> Chief Executive Officer, VSCDL, Record Branch of VMC, Khanderao Market Building, Rajmahal Road, Vadodara - 390209

### DOWNLOAD OF TENDER DOCUMENT

The tender document for these work are available on website [www.nprocure.com](http://www.nprocure.com). The Bidder shall pay the Tender Fee by way of Demand Draft issued by any Nationalized Bank or Scheduled Bank as per list mentioned in GR of Finance Department, GR. No.: EMD/10/2018/18/DMO, Date: 16.04.2018, in favour of Chief Executive Officer (CEO) of Vadodara Smart City Development Limited payable at Vadodara and shall be attached with the Pre-qualification Document.

### PRE-BID CLARIFICATIONS

No pre-bid meeting has been scheduled for this tender. However, the Bidders may submit pre-bid queries to [exen.mechanical@vmc.gov.in](mailto:exen.mechanical@vmc.gov.in) within 7 days of RFP issuance date in the following format:

Sr. No.	RFP Document Reference(s) (Section and Page No.)	Content of RFP requiring clarification(s)	Points of clarification
1.			
2.			
3.			

VSCDL shall not be responsible for ensuring that the Bidders' queries have been received by it within the stipulated time. Any requests for clarifications after the indicated date and time may not be entertained by VSCDL. VSCDL shall endeavour to provide timely response to all queries. However, VSCDL makes no representation or warranty as to the completeness or accuracy of any response nor does it undertake to answer all the queries that have been posed by the Bidders.

At any time prior to the last date for receipt of bids, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum. The Corrigendum (if any) & clarifications to the queries from all Bidders will be posted on [www.nprocure.com](http://www.nprocure.com) only. Any such corrigendum shall be deemed to be incorporated in to this RFP. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, VSCDL may, at its discretion, extend the last date for the receipt of Proposals.

### 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 to be issued in favour of "Chief Executive Officer, Vadodara Smart City Development Limited" of any Nationalised bank or Scheduled Bank as per list mentioned in GR of Finance Department, GR. No.: EMD/10/2018/18/DMO, Date: 16.04.2018 and payable at Vadodara.

## **OPENING OF TENDER**

The online Technical bid will be opened as mentioned in 'General Detail of Work' Section above. Price 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.

## **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 180 days from the last date of online submission of the 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.
6. The successful Bidder shall enter in to an Agreement with the VSCDL on Rs. 100/- non-judicial Stamp Paper and not to pay separate stamp duty (as per the Bombay Stamp Rules Act 1958, Appendix 1, Article 5)
7. Bidders shall submit PF registration certificate, PAN, GSTIN, TIN number along with tender document.

Vadodara Smart City Development Ltd. (VSCDL) reserves the right to accept or reject any or all tenders without assigning any reason thereof and any financial implications to VSCDL. This Tender notice as well as short tender notice shall form a part of contract document.

The Bidders are advised to read carefully the "Instructions to Bidders" and "Qualification Criteria" contained in the tender documents.

SD/-

**Executive Engineer**

**Mechanical Department**

**VSCDL**

**On Behalf of**

**Chief Executive Officer,**

**Vadodara Smart City Development Limited**

**INSTRUCTIONS TO BIDDERS**

- 1.0** Vadodara Smart City Development Limited (VSCDL) invites tender for “**Supply, Commissioning and Comprehensive Operation & Maintenance of Smart Solid Waste Management Equipment and Tools – Jetting cum Suction Equipment (Super Sucker) in Vadodara City for Period of Five Years under “Smart City Mission” as per Technical Specifications.**”
- 2.0** The **Smart Solid Waste management to be procured under this tender comprises of Truck Mounted Mechanical Powered Jetting cum Suction Equipment (Super Sucker) for which the detailed technical specifications are set out in Appendix 1 and Volume-II. Interested and qualified parties, based on qualification criteria set out in Appendix 2, are requested to submit detail technical proposal and information about Bidder and give financial bid as per Volume-III in a manner prescribed in Appendix 4 as per the tender document uploaded online on website [www.nprocure.com](http://www.nprocure.com).**
- 3.0** Each Bidder shall submit only one (1) Bid, in response to this Tender Document. Any Bidder who submits more than one Bid will be disqualified.
- 4.0** At any time prior to 72 hours of the last date and time of online submission of Bids VSCDL may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the tender by issuance of Addenda. All interested Bidder shall have to check the [www.nprocure.com](http://www.nprocure.com). The Bidder shall not transfer the TENDER document to another interested party.
- 5.0** (Deleted).
- 6.0** The Bid shall remain valid for a period not less than 180 days from the date of online submission of tender (Bid Validity Period). VSCDL reserves the right to reject any Bid, which does not meet this requirement.

In exceptional circumstances, prior to expiry of the original Bid Validity Period, VSCDL may request Bidders to extend the Bid Validity Period for a specified additional period. Bidders not extending the Bid Validity Period when so requested would automatically be disqualified.

**7.0 Earnest Money Deposit (EMD)**

- 7.1** Each Bid shall be accompanied by EMD of Rs. 35,00,000/- (Rupees Thirty Five Lacs only/-).
- 7.2** The EMD shall be in the form of a crossed demand draft/Pay Order in favour of The Chief Executive Officer (CEO) of Vadodara Smart City Development Limited issued by any nationalized bank or Scheduled Bank as per list mentioned in GR of Finance Department, GR. No.: EMD/10/2018/18/DMO, Date: 16.04.2018, payable at Vadodara.
- 7.3** The EMD of all the unsuccessful Bidders, except two lowest Bidders would be returned within a period of eight (8) weeks from the date of announcement of the successful Bidder. EMD of the second lowest Bidder would be returned within a period of four (4) weeks from the signing of the contract with the successful Bidder. The EMD submitted by the Successful Bidder would be



released upon furnishing of the Performance Security in accordance with Clause 7.0.

7.4 The EMD shall be forfeited in the following cases:

- (a) If the Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period.
- (b) If the successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by VSCDL.

## 8.0 Format and Signing of Bid

8.1 The Bidder would provide all the information as per this Tender Document. VSCDL/VMC would evaluate only those Bids that are received in the required format and are complete in all respects. Each Bid shall comprise the following:

- (a) Detailed technical proposal as per details required in Volume-II, describing detail technical specification including Operation and maintenance.
- (b) Details of the Bidder in the format set out in **Appendix 3**
- (c) The Bidder shall submit Experience Certificates in the format **Appendix 7 & 8** and other documents in support of meeting the Pre-Qualification Criteria as set out in **Appendix 2**
- (d) Financial Quotation shall be submitted **online only** as per format set out in **Appendix 1**.
- (e) Tender fee in the form of D.D. as stated above in favour of Chief Executive Officer, Vadodara Smart City Development Limited payable at Vadodara as evidencing purchase of the Tender Document along with qualification documents.
- (f) The Bidder shall duly sign all the sheets of the Tender Document issued by the VSCDL in original or downloaded from the VSCDL website.
- (g) EMD should be submitted as prescribed in Clause 7 above.

8.2 The bid shall be typed or written in indelible ink and each page shall be initialled by an authorised signatory of the Bidder or an Individual, as applicable. All the alterations, omissions, additions, or any other amendments made to the Quotation shall also be initialled by the person(s) signing the Bid.

8.3 Bidder has to submit all the relevant information like:

- (a) Warranty conditions
- (b) Detailed client list to which such type of vehicles have been supplied by them.
- (c) Details of Technical experience of the Bidder.
- (d) Make & model of chassis with all technical details.
- (e) Drawings and data sheet in **Appendix 6** of the proposed equipments.
- (f) The list of Fast moving and maintenance spare parts along with original technical brochures, parts catalogues, details of all standard and specialized tools and equipment required for equipment maintenance

- (g) ARAI/CMVR certificate for compliance of latest BS Norms for chassis and auxiliary engine.
- (h) O & M work experience details in the past 5 years.
- (i) Experience on working with Super Sucker machines
- (j) Work orders, Performance certificates, etc.

## 9.0 Sealing and Marking of Bid

9.1 The outer envelope must be super-scribed with the following information:

- (a) Name and Address of Bidder
- (b) Contact person and phone numbers
- (c) TO BE OPENED IN THE PRESENCE OF TENDER EVALUATION COMMITTEE ONLY.

9.2 If the envelope is not sealed and marked as instructed above, VSCDL 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 VSCDL, be rejected.

9.3 The envelope shall be addressed to:

**ATTN. OF: The Chief Executive Officer**

**ADDRESS: Vadodara Smart City Development Limited**

**Khanderao Market Building**

**Rajmahal Road, Vadodara – 390 001**

**Phone: +91-265-2430051 Fax: +91-265-2433060**

**Email: [exen.mechanical@vmc.gov.in](mailto:exen.mechanical@vmc.gov.in)**

And submitted through R.P.A.D. / speed post only

## 10.0 Bid Due Date

10.1 Online Bids should be submitted before the time and hour specified in the “General Description of Work” in the manner and form as detailed in this Tender Document. Bid submitted by either facsimile transmission or email or in person will not be accepted

10.2 VSCDL may, in exceptional circumstances, and at its sole discretion, extend the above Bid Due Date by issuing an Addendum.

## 11.0 Opening of Bids and Clarifications

11.1 Online opening of Bids shall mostly be done on Bid Due Date as mentioned above in the ‘General Description of Work’ for the purpose of evaluation.

11.2 VSCDL reserves the right to reject any Bid not submitted on time and which does not contain the information / documents as set out in **Clause 8**.

11.3 To facilitate evaluation of Bids, VSCDL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

## 12.0 Evaluation

- 12.1 As part of the evaluation, the Bids shall be checked for responsiveness with the requirements of the Tender Document and only those Bids which are found to be responsive would be further evaluated in accordance with the criteria set out in this Tender Document.
- 12.2 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 Clause 8 and Clause 9.
  - (c) It contains all the information and documents as requested in the Tender Document.
  - (d) It contains information in formats specified in this Tender Document.
  - (e) It mentions the validity period as set out in Clause 5.
  - (f) It provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by VSCDL without communication with the Bidder). VSCDL 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 Bidders presenting substantially responsive Bids
- 12.3 VSCDL 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 Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Bid.
- 12.4 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**.
- 12.5 In case the Bid is found to be inadequate, VSCDL may request the Bidder to provide additional information as may be required by VSCDL. As part of the evaluation of the Bid, VSCDL may also request the Bidder to submit clarifications.
- 12.6 The Financial Quotations of only those Bidders, who meet the Qualification Criteria, would be opened.

- 12.7 The Bidder offering the lowest quotation as per the evaluation formula for the tendered work would be declared as the Preferred Bidder for the same.
- 12.8 VSCDL may either choose to accept the Price Bid of the Preferred Bidder or invite him for further negotiations.
- 12.9 In case there are two or more Bidders quoting the same price, VSCDL may in such case call all such Bidders for sealed negotiations and select the Preferred Bidder on the outcome of the results from the sealed negotiations. The selection in such cases shall be at the sole discretion of VSCDL.
- 12.10 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 4 (Four) Machines.
- Total Cost A = Net cost of each machine x 4 machines  
Cost of O & M work will be calculated on the basis of total 330 shifts/ year working for 5 (Five) years during the contract period considering PV @10% discount factor with following formula:  
Total Cost B = Yearly O&M Charge x PVIFA (10%, 5 yrs) x 4 machines  
PVIFA (10%, 5 yrs) =  $[1 + (1/1.1) + 1/(1.1)^2 + 1/(1.1)^3 + 1/(1.1)^4]$   
Lowest Bidder is combined cost of A + B  
The Bidder whose total cost/ Combined cost (A+B) (based on above formula) will be lowest will be considered as first lowest Bidder.
- 13.0** In the event of acceptance of the Preferred Bidder with or without negotiations, VSCDL shall declare the Preferred Bidder as the Successful Bidder. VSCDL will notify the Successful Bidder through a Letter of Award (LoA) that its Bid has been accepted.
- 14.0** Notwithstanding anything contained in this TENDER DOCUMENT, VSCDL 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.
- 15.0** No Price variation clause except for Diesel price for O&M as provided in the tender shall be applicable.
- 16.0** The technical specification for **Smart Solid Waste Management Equipment and Tools – Super Sucker** is given in **Volume II**, however Bidder are advise to personally visit designated location / site in Vadodara City, for better understanding of requirement of VSCDL/ VMC.
- The approved Bidder shall be deemed to have carefully examined the total work; conditions, specifications, size, make and drawings, scope of work, etc. of the goods to be supplied and O & M work to be carried out.
- 17.0** VSCDL/VMC will do necessary and required testing of material or any part of entire system, if required, from government approved laboratory, as per instruction of Engineer in Charge for the same and cost of the testing will be borne by the Bidder.
- 18.0** Entire System shall be inspected / verified by VSCDL/VMC with the specification of VSCDL/VMC on successful supply, delivery, testing & commissioning and operational capabilities of the System.

- 19.0** The Bidder can contact for more information and details regarding tender to the Office of the Executive Engineer, Mechanical Department, Vadodara Municipal Corporation, Vadodara-360209. Mobile: 098258 01942; 098258 01275.
- 20.0** Conditional offer will not be accepted and same will be treated as non-responsive. CEO, VSCDL reserves the right to accept or reject such tenders without assigning any reason thereof and without any financial implications to VSCDL.
- 21.0** The Bidder has to furnish the undertaking on the non-judicial stamp paper of Rs.100/- duly Notarized regarding his firm is not blacklisted in anywhere in India at the time of e-tendering. This undertaking should be submitted during the physical submission of Qualification documents.

This should also include such cases, which are in process/progress. The Bidder should provide accurate information on any litigation history or arbitration resulting from contracts completed or under execution by them over the last ten years.

Any company/ subsidiary/ associate/ parent or any of their having same promoter are not eligible to participate who has been blacklisted by any of Govt. Department or any ULB's (Urban Local Bodies in India). If it comes to the notice of the VSCDL authority at any point of time, during the tendering or execution stage of the work that the Bidder has been blacklisted by any Govt. Organization (as mentioned above), then all the payments due to him shall be forfeited and firm will be blacklisted.

A consistent history of awards against the Bidder may result in failure of the bid. In case the Bidder has not provided such information and has come to the notice of the Authority the tender will be rejected at whatsoever stage and in such case all the losses that will arise out of this issue will be recovered from the Bidder/Contractor and he will not have any defence for the same.

- 22.0** No price preference will be given to SSI units or Khadi Gramudhyog Units.
- 23.0** e-Technical Bid will be opened online as per milestone dates and after evaluation of e-Technical Bid, e-Price Bid will be opened only of those Bidders who will be qualified in e-Technical Bid evaluation. Date of opening of e-Price bid will be intimated only to those Bidders who will be qualified in e-technical bid evaluation.
- 24.0** Tender fees will not be refunded under any circumstances.
- 25.0** EMD in the form specified in Technical Bid only shall be accepted.
- 26.0** 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.
- 27.0** Bidder shall submit necessary registration certificate like GST number registration copy & any other if required for execution of such work as per government rules along with tender document.
- 28.0** Chief Executive Officer, VSCDL reserves the right to accept or reject any or all tenders without assigning any reason thereof and without any financial implications to VSCDL. This Tender notice shall form a part of contract document. The Bidders are advised to read carefully the tender documents.

**29.0 Performance Security**

The successful Bidder would be required to submit Performance Security amounting to 5% of the value of the Total Order in the form of a crossed demand draft issued in favour of Chief Executive Officer, Vadodara Smart City Development Limited issued from any nationalized bank or Scheduled Bank as per list mentioned in GR of Finance Department, GR. No.: EMD/10/2018/18/DMO, Date: 16.04.2018, payable at Vadodara. Performance Security should be valid till successful expiry of the Contract Period (i.e. Supply + Operation and Maintenance period).

Irrevocable Bank Guarantee issued by a Nationalized bank or Scheduled Bank as per list mentioned in GR of Finance Department, GR. No.: EMD/10/2018/18/DMO, Date: 16.04.2018 located in India in VSCDL format (refer **Appendix 5**) shall also be acceptable.

### **30.0 Agreement:**

The successful Bidder shall be required to enter into an agreement for due performance of the contract. The stamp duty on all documents to be executed in connection with this contract to be entered into shall be borne by the Bidder.

If the Bidder fails to submit the agreement deed in the stipulated time limit, the E.M.D. for this contract will be forfeited and the Bidder will be black listed for this work of VSCDL.

### **31.0 Bidder's responsibility**

While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, however Bidders should form their own conclusions about the methodology/ solution needed to meet the requirements.

All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the VSCDL on the basis of this RFP.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of VSCDL. Any notification of preferred Bidder status by VSCDL shall not give rise to any enforceable rights by the Bidder. The VSCDL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the VSCDL.

This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

The Financial Assessment for the Project are being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination before submitting their Bids.

Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.

The Bidder should submit a Power of Attorney authorizing the signatory of the Proposal to commit the Bidder.

## **GENERAL TERMS AND CONDITIONS**

### **1. PERFORMANCE GUARANTEE**

On award of contract, the successful Bidder will have to submit a F.D.R. or irrevocable Bank Guarantee issued from any Scheduled or Nationalized Bank as per list mentioned in GR of Finance Department, GR. No.: EMD/10/2018/18/DMO, Date: 16.04.2018 of 5% of the value of the Total Order, towards the security deposit, in favour of VSCDL, must be submitted to CEO, VSCDL Account. In case of F.D.R. submission, an agreement deed in favour of VSCDL on the Stamp Paper of 4.90% of FDR amount must be submitted. In case of Bank Guarantee submission, an agreement deed in favour of VSCDL on the Stamp Paper of Rs.100/- must be submitted. The performance guarantee shall be returned to the Contractor after successful expiry of the O&M period.

The Bidder at the time of entering into contract shall give a guarantee against technical and manufacturing defects in materials supplied and free replacement of defective materials at his own cost.

### **2. SUPPLY AND DELIVERY SCHEDULE**

The selected Bidder shall have to ensure that the order is placed for cab chassis for entire unit (Set of 3 Chassis) for the number of units ordered within 15 days after getting firm Work Order. The chassis should reach at the Bidder's works for installation of the Equipment within 45 days of the confirmed order otherwise penalty will be charged as per norms of VSCDL.

The supply and commissioning work for the Unit should be completed within a period of 120 Days from the receipt of the chassis for fabrication & installation of the Equipments and delivered at the designated location as informed by VSCDL at Vadodara, as per specification in Volume - II and the Bidder shall intimate VSCDL/VMC of the schedule of inspection at least 15 days prior to scheduled delivery date. The Delivery period will commence from the date of invoice of chassis to the Equipment manufacturer.

As per requirement VSCDL will give delivery schedule (if delivery required in staggered manner/delay) to the successful Bidder. The price quoted as per Price Bid, will be valid for the entire procurement period, which will be binding to the Bidder and no price variation shall be entertained.

Delivery location: VADODARA, Gujarat at site specified by VSCDL

The duration of the O&M contract shall be for an initial period of 5 years from the date of commissioning and shall be extendable by another 2 years.

### **3. INSURANCE, TRANSPORTATION, TAXES & RTO FORMALITIES:**

Bidder has to quote the total price, net including of all taxes, GST & duties etc. and for evaluation and finalization purpose, the total price will be taken in to consideration. Transportation, Packing, Forwarding, Insurance charges are included in the indicated price.

- The Bidder is responsible for transit and all other insurances till the completed units are delivered at the delivery location.
- Bidder must make their own arrangements to obtain import license if necessary.
- The vehicle Bidder and equipment manufacturer shall be responsible regarding transit insurance, third party insurance, RTO passing charge till receipt of the units at the premises of VSCDL.

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

(A) For Cab chassis the invoice of the chassis manufacturer shall be submitted on the receipt of the chassis at the fabricator's / Bidder's factory premise.

(B) For the Installed Equipments & machine equipments (Rear Body) – Submission of all relevant documents like; TPI reports, Registration Book, Third Party Insurance, all taxes, RTO Formalities, etc. at Office of the Vehicle Pool Department, Vadodara Municipal Corporation, Near Bhutadi Zapa, Fatehpura, Vadodara - 390006

HCV CAB Chassis for Jetting cum Suction Unit and LCV CAB Chassis for Dump Tanks will be purchased by successful Bidder on behalf of VSCDL. Insurance shall be the responsibility of the Bidder. The Bidder shall provide coverage for all items against transits risk, Accident to acquisition, Transport delivery up to destination and accident in trial and testing.

However, the vehicle Bidder and equipment manufacturer has to submit all necessary valid documents as per the requirements of local RTO, VADODARA and have to cooperate at their level best to get the vehicle registered in time. If RTO will not register vehicles due to design and/or other problem, same will be rejected by VSCDL.

#### **4. INSPECTION, TESTING & DOCUMENTATION**

Equipment inspection shall be carried out by authorized representative of VSCDL as per the terms specified in Volume – II Section 3.

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

The Bidder shall furnish complete address of premises of his office, go down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.

The Bidder shall make arrangement including lodging, boarding, Transportation for inspection of the Truck Mounted Mechanical Powered Super Sucker and Dump Tanks by Third Party along-with VSCDL Official, before delivery, at factory site as required. Inspection of the Truck Mounted Mechanical Power Super Sucker system and Dump Tanks will also be carried out at Vadodara at delivery sites specified by VSCDL. 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.

An authenticated test certificate in confirmation to the specifications of the tender for which testing at site is not possible has to be produced by the Bidder. The Bidder have to furnish all Drawings and Certificates and Xerox copies of bills of materials those are required and demanded by Engineer-in-charge of VSCDL/ VMC or Third Party Inspecting Agency.

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

#### **5. MODIFICATION OR VARIATION**



Any modification or variation or any changes in work or technical specifications done by VSCDL's Engineer-in-charge or Third Party Inspecting Agency and Bidder have to follow these changes without any dispute and argument. (No extra cost will be given for the modifications or changes).

If VSCDL does not purchase or issue work for any of the tender articles, work or purchases less than the quantity indicated in the tender form, the Bidder should not be entitled for any compensation. The indicated quantities including with O&M work can be increased/decreased depending upon the VSCDL requirement.

## **6. JURISDICTION**

In the event of any dispute or difference arising out of this tender / contract, the jurisdiction of the Court shall be Vadodara (Gujarat) only. While executing the agreement, the Bidder shall be governed at all times by all laws, regulations etc., in force in Gujarat State.

## **7. DISPUTE**

In the event of any problem, dispute or difference arising out of or under this contract, the decision of the Chairman, VSCDL / Municipal Commissioner (VMC), Vadodara, will be final and binding to the parties to this contract.

## **8. STATUTORY VARIATIONS**

The price of the equipment quoted by the Bidder will be on the basis of current taxes and levies. If there will be any statutory change in the statutory tax / levies Govt. on the finished products that will be to the account of consignee i.e. VSCDL, and same will be paid by VSCDL on receipt of necessary documentary evidence from the Bidder.

## **9. LIQUIDATED DAMAGES**

If the Bidder fails to deliver any or all of the equipments as per the delivery schedule, VSCDL shall deduct from the contract price as liquidated damages (Late delivery penalty) 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 which will be recovered from the Bidder without any reference to the Bidder. The delay shall include equipment installation (supply, testing, transport and delivery) and commissioning within 15 days of delivery (completion of field tests). The amount of Liquidated damages will be however subject to the maximum of 10% of the total contract sum. Delay in excess of 90 days from the scheduled date of delivery may be cause for termination of contract and forfeiture of all security for performance.

## **10. EXTENSION FOR DELAY-**

If the supply is delayed by (1) Force Majeure,(2) Serious losses, damage by fire, (3) Strike, Bandh, Curfew, Rally, Heavy rains, Flood, Cyclone, Earthquake or Natural Calamities occurs, (4) Electricity staggering, (5) Any other case, which is beyond the control of contractor, then the CEO of VSCDL will decide period of delay extension.

## **11. PAYMENTS DUE FROM CONTRACTOR**

The CEO shall be entitled to recover costs, damages, or expenses for which under the contract, the Contractor is liable to the VSCDL from any money due or becoming due to the Contractor under the contract or Chief Executive Officer will have the liberty to recover the amount from the Contractor.

12. The Contractor shall not assign or sub-let his contract any substantial part thereof to any other agency without the written permission of Chief Executive Officer, VSCDL.

13. All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form.

14. Any change in the constitution of the firm/ association etc. shall be notified forthwith by the Contractor in writing to the Corporation and such change shall not relieve any former member of the firm, etc., from any liability under the Contract.

#### **15. TRAINING OF VSCDL PERSONNEL**

All personnel designated by VSCDL to be responsible for the operation and maintenance/repair of the equipment shall be provided with practical training in the use and routine maintenance of the goods at Premises of VSCDL. The Bidder shall provide a training program of the purchaser's personnel immediately after the delivery of the equipment. Apart from the above during the operation & maintenance period the manufacturer or trained staff of O&M Contractor shall impart training to the nominated staff of VSCDL / VMC on an annual basis.

All costs for the Bidder's personnel involved in the training and any incidental expenses shall be included in the Bidder's rate. All costs of the Purchaser's personnel and provision of training shall be borne by the Bidder. At least two personnel w.r.t. each vehicle/equipment shall be trained for operating and same numbers for maintenance/repairs. According to the requirement VSCDL may change these numbers, which shall be binding to Bidder.

#### **16. CONSUMABLE AND SPARES**

The Bidder will provide separate comprehensive lists of:

- The list of Fast moving and maintenance spare parts along with original technical brochures, parts catalogues and O&M Manual and,
- The details of all standard and specialized tools and equipment required within a one-year service period for maintenance and repairs of the supplied equipment.
- The successful bidder shall supply these equipments free of cost and shall include all items, which may reasonably be required for repair and maintenance.
- Such lists shall include the details of the recommended items like description, manufacture's catalogue number, unit price of each item, recommended quantity, and total price, the estimated cost and time of delivery shall be provided separately in the tender schedule, however, this will not be considered in bid evaluation.
- The successful Bidder shall during the O&M period shall review the items consumed, or tools found unfit for further use during the previous year shall be replenished them with fit for use spares and tools before the beginning of the next financial year. At the end of the 5 year O & M and before handing over of the equipment to VSCDL/ VMC the Bidder shall make good the list of spares & equipments for a one year service period and resubmit the O&M Manual

17. Schedule of equipment and technical specifications:

- The Bidders shall complete the schedule(s) and technical specifications for the goods and equipment to be supplied in their entirety so as to demonstrate their compliance with the requirements of the bidding documents.

- The materials, equipment and services to be supplied under the contract shall be like that use of such materials equipment and services shall not infringe or violate any industrial property or intellectual property rights or claims of any third party.

## 18. DRAWINGS

The Bidder will submit drawings of the proposed equipments along with the Technical bid. Successful Bidder will be required to submit detailed drawings of all the equipments.

## 19. SPECIFICATIONS AND STANDARDS

- The Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the contract.
- The goods and related services supplied under this contract shall conform to the standards of the technical specifications, when no applicable standard is mentioned, the standards shall be equivalent or superior to the official standard whose application is appropriate to the country of origin of the goods and suitable to Indian (VADODARA) weather conditions and usage.
- Wherever references are made in the contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in technical Specifications. During contract execution, any changes in any such codes and standards shall be applied only after approval by the Corporation and shall be treated in accordance with the conditions of contract.

## 20. SERVICE LEVEL DURING OPERATION PERIOD

It is compulsory for Bidder to enter in to the comprehensive operation and maintenance contract. Chief Executive Officer VSCDL reserves all rights in this regards & which will bound to all Bidders & whose decisions will be final and legally binding on all the Bidders.

- Non-availability of the Super Sucker beyond 2 hrs shall lead to penal action of Rs. 4,000/- (Rupees four thousand only) per shift (a shift comprises of 8 hrs) on pro-rata basis in steps of 2 hrs.
- Drivers shall report every day as per the instructions of officials of VSCDL/ VMC. Absence of driver beyond 4 days in a month shall lead to penal action for non-availability of staff of Rs. 500/- (Rupees five hundred only) per day of absence.
- It would be obligatory on the O&M Contractor to maintain the vehicle in perfect working condition and strictly follow the maintenance program as per the Vehicle O&M Manual and other service requirements specified for the jetting equipment and vacuum mechanism mounted on the Chassis. The copy of the records evincing carrying out these obligations (duly certified by VSCDL/ VMC official) shall be submitted every 6 months and shall be mandatory for payments for the month of Sept and March of any financial year. Apart from this the proof of replenishment of spares for next one year (duly certified by VSCDL/ VMC official) is also mandatory for payment of the invoice for the month of March of any financial year.

## 21. RIGHT TO ACCEPT OR REJECT TENDER

The right to accept the tender will rest with the VSCDL. VSCDL however, does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever and without any financial implications to VSCDL. Tenders in which any of the particulars and prescribed information are missing

or are incomplete in any respect and/or the prescribed condition is not fulfilled are liable to be rejected. In addition to the above, the tender will also be liable to be rejected outright if -

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

## 22. PAYMENT TERMS

### For Supply of equipment as per Appendix I

- 100% payment shall be made on pro-rata basis in advance as per the Performa Invoice from Chassis Supplier against the Bank Guarantee of same value which will be released after satisfactory receipt of whole equipment. This payment shall be considered on account payment and shall be adjusted with subsequent payments.
- 95% of the supply of entire equipment [Chassis + equipment (rear unit)] on pro-rata basis within 45 days of satisfactory delivery at our site and after release note by the TPI agency against satisfactory commissioning of entire system and on receipt of commissioning certificate from Employer.
- Balance 5% payment shall be paid within 120 days of successful commissioning of entire equipment.

### For O&M of equipment as per Appendix I

- Monthly payment based on quoted prices of O & M will be paid (based on actual number of shifts completed and subject to deductions, if any) for the equipments for which O & M has been carried out subject to submission of relevant documents, supporting documents for periodic maintenance of the vehicles and replenishment of spares & tools as per tender conditions duly certified by the Employer.

The price quoted as per Appendix 4, will be valid for the entire Installation period and Operation & Maintenance Period for 5 years in Vadodara City for carrying out the scope of services as per Volume – II and as per the instruction of Engineer-in-charge of VSCDL or VMC from time to time. In case the Client extends the contract by 2 years the rate shall be valid for the extended duration as well.

## 23. TAXES AND DUTIES

The quoted price should be inclusive of all taxes and duties for supplied equipments; but exclusive of GST payment for O & M price. Transportation, Packing, Forwarding, Insurance charges, etc are included in the indicated price. However any change in the GST, govt. statutory levies on sales will be considered at actual for which Contractor will have to submit necessary documentary proofs as required by department.

## 24. WARRANTY PERIOD

Bidder shall warrant that the supply against faulty materials and workmanship for Entire Jetting Cum Suction system including chassis for a period of 12 months from the date of delivery & acceptance of the equipment by VSCDL. The Bidder shall correct any defects covered by the warranty immediately on being notified by the Purchaser of the occurrence of such defects.

Bidder undertakes that the Systems shall be warranted against faulty materials and workmanship and shall conform to the Technical Specifications specified in Volume II. The Bidder shall maintain the equipments strictly as per the recommended and duly approved O & M Manual for a period of Five year from the date of successful commissioning in Vadodara for VSCDL/ VMC, Vadodara.

## 25. FORFEITURE OF SECURITY DEPOSIT

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

- When any terms and conditions of the contract is breached
- When Bidder fails to make complete supply, installation, commissioning and testing of the equipments/ machineries satisfactorily. The decision of the Chief Executive Officer, VSCDL in this regard shall be final.

## 26. 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 Government;

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

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

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

## **27. TERMINATION OF CONTRACT**

The Contract shall stand terminated at the end of the Contract period unless extended by the VSCDL in writing. VSCDL has the right to terminate the Contract by giving prior written Notice of at least 60 days.

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

If at any time after acceptance of the tender VSCDL 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 is liable for or in respect of or to indemnify VSCDL against any compensation or damage causes by the Excepted Risks.

## **29. O&M CONDITIONS**

All financial arrangement for commissioning of this project shall be arranged by the Contractor. Client shall not be responsible for the financial constraints of the Contractor.

Contractor shall provide labour, 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, VSCDL 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 VSCDL's staff or general public while on duty. The personnel found misbehaving shall be immediately removed from the work at the risk and cost of the Contractor.

VSCDL 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. VSCDL 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. VSCDL shall not be responsible for any losses occurring to the Contractor or third party on this count.

The Chairman VSCDL/ Municipal Commissioner (VMC) reserve 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 VSCDL or VMC's staff. The decision on amount of penalty within the above limit is sole discretion of the Chairman VSCDL/ Municipal Commissioner (VMC) 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 VSCDL and its employees against any penalties as PRINCIPAL EMPLOYEER, for any failure of the Contractor to honour various State Laws / Enactments / Contract Labour (R&A) Act 1970 (C) / Minimum wages Act / Bonus Act / EPF & MP Act etc. This is subject to the jurisdiction of the competent court of Vadodara, Gujarat only.

**Appendix 1****Supply, Commissioning and Comprehensive Operation & Maintenance of Smart Solid Waste Management Equipment and Tools – Jetting cum Suction Equipment (Super Sucker) in Vadodara City for a Period of Five Years under “Smart City Mission”**

The details of the Equipments with capacities, to be procured are set out in the following table:

<b>SN</b>	<b>Tools and Equipments</b>	<b>Maximum Total Requirement</b>
1	<p>SUPPLY, COMMISSIONING OF TRUCK MOUNTED MECHANICAL POWER JETTING CUM SUCTION EQUIPMENT (SUPER SUCKER) MACHINE</p> <p>Quoted price (Jetting cum Suction Equipment installed on 25 T GVW Trucks + 2 x (Dump Tanks of 10,000 Litre installed on 16 T GVW Trucks)) should be inclusive of all taxes and duties like GST, To &amp; Fro, Transportation charges, Transits Insurance, entry taxes, other applicable levies, comprehensive insurance, TPI fee, RTO passing charges and F.O.R. at SWM Store Vadodara Municipal Corporation, Vadodara.</p>	4 Systems
2	<p>OPERATION AND MAINTENANCE FOR 5 YEARS</p> <p>Quoted price for O&amp;M Expenses of Truck Mounted Mechanically Powered Jetting cum Suction Equipment (Super Sucker) Machines including Manpower, Equipment maintenance (including workshop if any), Diesel, Lubricants, Consumables, spares, all taxes (except GST), other applicable levies, third party insurance, TPI fee, Employee Personal &amp; Medclaim, Equipment insurance, communication, light &amp; power, storage rentals, washing &amp; cleaning costs, and 330 numbers of shift operations/ yr per machine for 5 years (each shift of 8 hrs per day) at the instructions of officials of VSCDL/ VMC, Vadodara.</p>	4 Systems

Note: The actual number of units may vary and will be at the sole discretion of VSCDL



## Appendix 2

### Qualification and Eligibility Criteria

Online e-tenders invited for **Supply, Commissioning and Comprehensive Operation & Maintenance of Smart Solid Waste Management Equipment and Tools – Jetting cum Suction Equipment (Super Sucker) in Vadodara City for Period of Five Years under “Smart City Mission” as per Technical Specifications** from reputed qualified manufacturers who meet the criteria as prescribed in this section.

#### Eligibility Criteria

- A. Only duly registered firm/ company / partnership/ sole proprietorship firm can submit bids. Provide certificate of incorporation, Company registration, name change if any, GSTIN Registration, PAN Number, etc.
- B. The Bidder should be a Manufacturer of such type of HV Truck Mounted Jetting cum Suction machine - Super Sucker Units/ Equipments. The machine manufacturer must meet the requisite quantity and other criteria for machine supply and performance as mentioned in the experience clause. The machine manufacturer must submit details of the overall experience of requisite quantity and other criteria for machine supply and performance as mentioned in the experience clause in this RFP.

#### Financial Criteria

- A. The Average Annual Turnover of the Bidder should be at least Rs 500 Lakh in last 3 financial years. Separate Chartered Accountant's certificate shall be attached along with the Bid.
- B. The Bidder should submit a Bank Solvency Certificate of not less than Rs. 400 Lakh. The solvency Certificate issued shall not more than six month old.

#### Experience Criteria

Manufacturer / principal supplier of such type of HV Truck Chassis mounted Mechanical Power Jetting cum suction units - Super Sucker vehicles whose system are proposed in the tender shall have supplied at least minimum of the following Truck Chassis mounted Mechanical power Super Sucker units/ vehicles during the last 7 years in India (till 28 days before the bid closing date). All necessary documentary evidence in support of the Bidder meeting the qualification requirement shall be submitted along with the bid submissions.

- A. Three similar works of Manufacturing, Supply and O&M of Similar Vehicles should not be less than 40% (each) of the quantum of this tender (with minimum 1 Truck mounted high flow Jetting cum Suction unit - Super Sucker unit/ vehicle).

OR

- B. Two similar works of Manufacturing, Supply and O&M of Similar Vehicles should not be less than 50% (each) of the quantum of this tender (with minimum 2 Truck mounted high flow Jetting cum Suction unit - Super Sucker unit/ vehicle).

OR

- C. One similar work of Manufacturing, Supply and O&M of Similar Vehicles should not be less than 80% (each) of the quantum of this tender (with minimum 3 Truck mounted high flow Jetting cum Suction unit - Super Sucker unit/ vehicle).

Similar work means work related to Manufacturing / Supply along with O & M of **HV Truck mounted high flow jetting cum suction machine units - Super Sucker as per Tender Specifications** supplied to Municipal Corporation/ ULBs in India. The manufacturer must be having experience of providing O&M services for at least 2 consecutive years in the last 7 years for the supplied equipments of similar capacity which he is offering for pre-qualification.

The Bidder shall furnish a satisfactory performance certificate from Government or semi-government or Municipal Corporation or ULB or PSU in India with self-attested copies of purchase orders received from those clients and acceptance certificate in support of experience shown for meeting the above criteria. The certificate shall be issued by the authority not below the rank of Executive Engineer or General Manager.

The OEM/ Bidder's Principal Manufacturer should have directly manufactured & supplied atleast 25 Nos. of **Truck mounted Sewerage Waste Handling equipment (on chassis of 16 Ton GVW or above)**, in last 7 Years in Government or semi-government or Municipal Corporation or ULB in India. The Manufacturer shall furnish the list of Municipal Corporations/ ULBs/ PSU/ other Government Institutions with address & telephone number to whom equipments have been supplied during the preceding 7 years and the numbers of equipments/vehicle such supplied vehicles. The manufacturer of the Machine should certify that the machine offered shall meet all the technical parameters as specified in the tender and submit the detailed technical specification along with the bid.

#### Special Notes

##### (A) Disqualification

Even though the Bidders meet the above criteria, they are subject to be disqualified and forfeiture of EMD (with approval of competent authority) and agency will be debarred from VSCDL, if Bidder has:

- Made misleading or false representation in the forms, statements, and attachments submitted; or
- Been debarred by Central govt. organization/ State govt. organization/VSCDL or any other Agency of Government of India or any of the State Governments /ULBs

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

- (i) If, any of the partner or the proprietor is debarred by Central govt. organization/ State govt. organization/ VSCDL or any other Agency of Government of India or any of the State Governments/ Municipal corporation/ ULBs.
- (ii) If, any of the partners or the proprietor has a criminal history or has been convicted by any court of law for any of the offenses under any Indian laws.
- iii) If, any criminal proceeding is pending in any court of law in India against any of the partner or a proprietor and if any such proceeding culminates into conviction in last seven years.

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

**Appendix 3****Details of Bidder**

1. (A) Name of Bidder  
(b) Address of the office(s)  
(c) Date of incorporation and/or commencement of business
  
2. Brief description of the Bidder's main lines of business.
  
3. Details of individual(s) who will serve as the point of contact / communication for ULB with the Bidder:
  - (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 Authorised 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. Warranty Period of the **HV Truck Mounted Mechanical Power Road Vacuum Jetting cum Suction Equipment (Super Sucker) Machines** in Vadodara, VSCDL, and Vadodara along with scope and coverage

6. Details of the **HV Truck Mounted Mechanical jetting cum suction equipment - Super Sucker Machine** in Vadodara for, VSCDL, to be supplied as per Clause 1.0, Appendix 1
- Specification and Technical Requirement as per **Appendix 6**
  - Pictures showing complete assembled unit and pictures showing basic operations of the machine
  - Brief description of equipment supplied along with guaranteed performance parameters
  - Approach & Methodology of O & M Service
  - Organization structure proposed during O&M period
  - List of accessories, tools and equipments being supplied with the equipment
  - List of fast moving and maintenance spare parts along with original technical brochures and O&M Manual

**Appendix 4****Financial Quotation for the Supply, Commissioning and Comprehensive Operation & Maintenance of Smart Solid Waste Management Equipment and Tools - Jetting cum Suction Equipment (Super Sucker) in Vadodara City for Period of Five Years under “Smart City Mission” as per Technical Specifications**

(On the Letterhead of the Company)

Date:

The Chief Executive Officer  
VSCDL  
Khanderao Market Building  
Rajmahal Road, Vadodara – 390 001

Sub: Financial Quote for Supply, Commissioning and Comprehensive Operation & Maintenance of Truck Mounted Mechanical Jetting cum Suction Equipment (Super Sucker) in Vadodara City of tendered Works for period of Five Years under “Smart City Mission” as per Technical Specifications.

**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, Commissioning and Comprehensive Operation & Maintenance of following tools/equipment/machineries/vehicles for your evaluation. The price quoted includes packing, forwarding charges, insurance, taxes (including CGST & SGST), levies, duties and all other applicable taxes etc. Delivery will be made at Vadodara; Gujarat at site specified by VSCDL and will be as per schedule specified in Clause 3.0, Appendix 1 of the Installation Document.

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

The price quoted above is net including taxes (including CGST & SGST), levies, duties and all other applicable taxes. Packing, Forwarding, Insurance charges are included in the indicated price. However, the applicable GST on O&M services shall be charged extra at actual as per statute.

The online prices are fixed and firm and are inclusive of all taxes (including CGST & SGST), levies, duties and all other applicable taxes as may be statutorily applicable. However, the applicable GST on O&M services shall be charged extra at actual as per statute.

Yours faithfully,

For and on behalf of (Name of Bidder)

Duly signed by the Authorised Signatory of the Bidder  
(Name, Title and Address of the Authorised Signatory)

## Appendix 5

### Performance Security

#### (Performa of Bank Guarantee)<sup>1</sup>

**THIS DEED OF GUARANTEE** executed on this the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ by \_\_\_\_\_ (*Name of the Bank*) having its Registered office at \_\_\_\_\_ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

#### **In favour of**

VSCDL, represented by The CEO, VSCDL and having its office at Khanderao Market Building, Vadodara – 390 001, hereinafter referred to as “VSCDL/ Owner/ Purchaser”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

#### **WHEREAS**

- A. By the Contract Agreement (“the Contract Agreement”) being entered into between VSCDL/ VMC and \_\_\_\_\_<sup>2</sup>, a company incorporated under the Companies Act, 1956, having its registered office at \_\_\_\_\_, (“the Contractor”), the Contractor has been granted the Contract for **Supply, Commissioning and Comprehensive Operation & Maintenance of Smart Solid Waste Management Equipment and Tools – Jetting cum Suction Equipment (Super Sucker) in Vadodara City for Period of Five Years under “Smart City Mission”**, VSCDL (hereinafter referred to as “the Installation”).
- B. In terms of Article 7.2 of the Contract Agreement, the Contractor is required to furnish to VSCDL/ VMC, an unconditional and irrevocable bank guarantee for an amount of Rs..... (Rupees.....only) as security for due and punctual performance/discharge of its obligations under the Contract Agreement, relating to final delivery of uniform by the Contractor.
- C. At the request of the Contractor, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Contractor of its obligations relating to the Project.

#### **NOW THEREFORE THIS DEED WITNESSED AS FOLLOWS:**

1. Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Contract Agreement.
2. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s. \_\_\_\_\_ (hereinafter called “the Contractor”) of all its obligations relating to the Installation and in connection with final delivery by the Contractor in accordance with the Contract Agreement.

<sup>1</sup> To be issued by a Nationalized bank in India only.

<sup>2</sup> In case of Consortium both the members would be included as Parties to the Agreement and collectively referred to as “Contractor/ Consortium” as the context may require.

3. The Guarantor shall, without demur, pay to VSCDL/VMC sums not exceeding in aggregate Rs.....- (Rupees.....only), within five (5) calendar days of receipt of a written demand therefore from VSCDL/VMC stating that the Company has failed to meet its obligations under the Contract Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Contractor or validity of demand so made by VSCDL/VMC and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Contractor or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.
4. In order to give effect to this Guarantee, VSCDL/VMC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract Agreement or other documents or by the extension of time for performance granted to the Contractor or postponement/non exercise/ delayed exercise of any of its rights by VSCDL/VMC or any indulgence shown by VSCDL/VMC to the Contractor and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by VSCDL/VMC or any indulgence shown by VSCDL/VMC, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until \_\_\_\_\_<sup>3</sup>unless discharged/ released earlier by VSCDL/VMC in accordance with the provisions of the Contract Agreement. The Guarantor's liability in aggregate is limited to a sum of Rs..... (Rupees ..... only).
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Contractor/the Guarantor or any absorption, merger or amalgamation of the Contractor/ the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

SIGNED AND DELIVERED

By \_\_\_\_\_ Bank

By the hand of Shri \_\_\_\_\_

Its \_\_\_\_\_ and authorised official.

<sup>3</sup> 60 months from the date of supply and acceptance of equipment as will be amended as and asked by VSCDL.

## Appendix 6

**Technical Data Sheet - Super Sucker Equipment**

S. No.	Description / Parameter	Manufacturer Compliance
<b>Super Sucker Main Unit</b>		
1.	<b>Suction System</b> As per Technical Specifications in Volume – II	Yes/ No
	Trilobe Blower Make Aerzen / Robuschi / Dresser / Jurop	Insert make
	Model No.: (pls. mention blower model no.)	Model No.
	Blower Air handling Capacity (cum/hr)	Specify Value
	Maximum Vacuum mm Wg	Specify Value
	Percentage Vacuum Offering equipment with less than 80% vacuum shall be considered non-responsive	Percentage
2.	<b>Prime Mover for Suction System:</b> As per Technical Specifications in Volume – II	Yes/ No
	Aux. Engine Make: Ashok Leyland/ Cumins/ Greaves/ Kirloskar	Specify make
	Model No.: (pls. mention engine model no.)	Indicate Model
	Type of cooling (Water / Air)	Water / Air
	Power Output: Min 150HP	Specify Value
	RPM	Specify Value
3.	<b>Safety Devices for Suction System</b> As per Technical Specifications in Volume – II	Yes/ No
4.	<b>Ancillaries for Suction System</b> As per Technical Specifications in Volume – II	Yes/ No
5.	<b>Suction Hose &amp; Hose Storage</b> As per Technical Specifications in Volume - II	Yes/ No
6.	<b>Prime Mover for Jetting System</b> As per Technical Specifications in Volume – II	Yes/ No
	PTO Make: PZB-Italy/SKIBL-Germany/OMSI-Italy	Specify make
	Model No.: (pls. mention PTO model no.)	Indicate Model
	Type: Split Shaft Full Torque	Indicate Type
7.	<b>Tank Capacity</b> As per Technical Specifications in Volume – II	Yes/ No
8.	<b>High pressure Jetting Pump</b> As per Technical Specifications in Volume - II	Yes/ No
	Jetting Pump Make: Myers-USA/Pratissoli-Italy/Woma-Germany	Specify make
	Type: Triplex Plunger	Insert Type
	Capacity: Min 300 lpm flow and 2000 psi bar pressure	Specify Value
	Pressure Regulating Valve Make:	Specify make



S. No.	Description / Parameter	Manufacturer Compliance
	Myers-USA/Pratissoli-Italy/Woma-Germany	
9.	<b>Hose Reel Drum &amp; Jetting Hose:</b>	
	Jetting Hose Make: Piranha-USA/Parker-USA/Trelleborg-Sweden/Equivalent Imported	Specify Value
	Model No.: (pls. mention jetting hose model no.)	Specify model
	I.D.: 32mm	Specify Value
	Burst Pressure: 6250 psi	Specify Value
	Working Pressure: 2500 psi	Specify Value
10.	<b>Hydraulic System &amp; Plant</b>	
	Hydraulic Pump Make: Parker/Dowty	Specify make
	Hydraulic Motor Make: Praker/Eaton	Specify make
	Control Valve: Pedro Rocquet/Walvoil/HydachHycom	Specify make
11.	<b>Control Panel</b>	Yes/ No
	Indicate Compliance	
	Auto cut off of Diesel Engine for High Temperature	Yes/ No
	Auto cut off of Diesel Engine for Level in Cyclonic Tank exceeding requisite capacity settings	Yes/ No
	Vacuum release valve	Yes/ No
	NRV to prevent counter rotation (when stopped in vacuum)	Yes/ No
12.	<b>Piping</b>	Yes/ No
13.	<b>Accessories</b>	Yes/ No
	As per Technical Specifications in Volume – II	
14.	<b>Painting</b>	Yes/ No
	As per Technical Specifications in Volume – II	
15.	<b>Vehicle Chassis</b>	
	Make: TATA/ Ashok Leyland/ Eicher	Specify make
	Model No.: (pls. mention chassis model no.)	Specify model
	GVW: Min 25 Ton	Specify Value
	Emission Standard: Euro-IV/BS-IV	Yes/ No
<b>Suction Dump Tank</b>		
1.	<b>Tank</b>	Yes/ No
	As per Technical Specifications in Volume - II	
2.	<b>Lateral Cleaning System</b>	Yes/ No
	As per Technical Specifications in Volume - II	
	Jetting Pump Make: ISO 9001 Company of repute	Specify make
	Model No.: (pls. mention pump model no.)	Specify model
	Capacity: Min 60 lpm flow and 120 bar pressure	Specify Value

S. No.	Description / Parameter	Manufacturer Compliance
3,	<b>Jetting Hose:</b> As per Technical Specifications in Volume – II	Yes/ No
4.	<b>Prime Mover for Lateral Cleaning System:</b> As per Technical Specifications in Volume – II	Yes/ No
5.	<b>Painting:</b> As per Technical Specifications in Volume - II	Yes/ No
6.	<b>Accessories:</b> As per Technical Specifications in Volume - II	Yes/ No
15.	<b>Vehicle Chassis</b>	Specify Value
	Make: TATA/ Ashok Leyland/ Eicher/ MAN	Specify make
	Model No.: (pls. mention chassis model no.)	Specify model
	GVW: Min 16 Ton	
	Emission Standard: Euro-IV/BS-IV	Yes/ No

## Note:

- Bidders are required to fill in technical data sheet properly with all the details asked for and also confirm compliance and or point out deviations, if any.
- Bidders are required to attach/submit back-up guarantee certificates for all imported components from their principal manufacturers
- Successful bidder will have to submit relevant import documents viz. bill of lading/custom clearance certificates, etc. for the imported components fitted/used in the machine with respect to their model/serial numbers as asked for in the technical data sheet.

**Appendix 7****Pre-Qualification Criteria To Be Filled In By Tenderer**

**Performa for list of works of similar nature already completed by the Tenderer during last 7 years**

<b>No.</b>	<b>Name of work and place</b>	<b>Cost on completion</b>	<b>Number &amp; Capacity of Equipment</b>	<b>Client name and Address</b>	<b>Year of Supply</b>	<b>No of years of O&amp;M</b>
1	2	3	4	5	6	7

Note: Bidder shall give completion certificate from client. In absent of such Completion certificate, experience shall not be considered for evaluation. If completion Certificate covers "Similar work with other work" then bidders shall have to submit Copies of final bill indicating similar work or certificate of amount indicating "Similar work" from relevant authority.

Signature of the Contractor with seal

Place:

Date:



**Appendix 9**  
**Technical BID check List.**

<b>No.</b>	<b>Documents</b>	<b>Submitted</b>	<b>Remarks</b>
1	Demand Draft for Tender fee and EMD	Yes/No	
2	Organization set up	Yes/ No	
3	Technical staff Details	Yes/ No	
4	Registration Certificate of Firm /Company, Shop & Establishment certificate	Yes/No	
5	Copy of performance certificate/ work order	Yes/No	
6	Bank Solvency Certificate	Yes/No	
7	Copy of Service Tax Registration	Yes/No	
8	Copy of registration for labour license or related documents	Yes/No	
9	Last three year turn over certificate (CA certified copy)	Yes/No	
10	Not Black Listed in any Semi. Govt. / Govt. certificate	Yes/No	

Signature of the Contractor with seal

Place:

Date