MUNICIPAL CORPORATION BATHINDA

E - Tender No. - E-tender No MCB/2018-19/011

Bid Documents

Procurement of 46 Nos. Primary collection vehicles of 2.2 cum capacity Garbage Hopper with hydraulic tipping system.

Information to tenderer			
1. Last Date of online submission of e – Tender	26.10.2018 15.00 Hrs.		
2. Online submission of EMD, Tender fee and other documents.	26.10.2018 15.00 Hrs.		
3. Opening of online Technical Bid	26.10.2018 16.00 Hrs.		
4. Opening of online Price Bid	To be intimated latter		
5. Bid Validity	120 Days		
6. Tender Fee	Rs. 10,000/-		
7. EMD	Rs. 6,00,000/-		

ISSUING OFFICE:

Commissioner Municipal Corporation Bathinda

TENDER NOTICE

1.	Tender No:	E-tender No MCB/2018-19/011
2	Pre-bid meeting timing & Venue	18.10.2018 11.00 Hrs. O/o Commissioner, Municipal Corporation, Bathinda
3	Last date of Online tender submission and time	On or before 26.10.2018 up to 15.00 Hrs.
4	Date of Tender Opening (Technical bid)	26.10.2018 up to 16.00 Hrs onwards.
5	Name of the work	Procurement of Primary collection vehicles of 2.2 cum capacity garbage Hopper with hydraulic tipping system
6	Quantity	46 Nos
7	Tender fees (Non Refundable)	Rs. 10,000/- (Rs. Ten Thousand Only); to be submitted through online mode only on or before tender closing.
8	E.M.D.	Rs.6,00,000/- (Rs. Six Lac Only); to be submitted through online mode only on or before tender closing.
9	Time Limit For Supply	As per tender documents.
10	Eligibility Criteria	As per tender documents
11	General Condition	As per tender documents.
12	Security Deposit	As per tender documents.
13	Date of Physical submission of hard copies of Technical bid & Supporting documents.	

Seal and Signature of the Bidder &Date:

Municipal Corporation Bathinda

TENDER NOTICE

Tender for the Procurement of **Primary collection vehicles of 2.2 cum capacity** garbage Hopper with hydraulic tipping system under SBM-- (46 Nos.).

- The Commissioner, Municipal Corporation Bathinda invites detailed bid from interested parties for the Procurement of Primary collection vehicles of 2.2 cum capacity garbage Hopper with hydraulic tipping system under SBM, 46 Nos.
- 2. Online tenders, for the above work are invited from the bidders. The bidders should be single entity bidding for the Project. The Bidder or manufacturer (in case the bidder is an authorized dealer should have supplied minimum 35 nos. of similar vehicles (Hopper/Tipper) or equivalent vehicles having less or high capacity to any Govt. /semi Govt./Private contractors/Firms for MSW application or any other applications in last three years.
- **3.** Online tenders, for the above work are invited from the bidders. The bidder/s should be a single entry. Detailed PQ criteria are mentioned in Appendix-2.

GENERAL DETAILS OF WORKS

4. Name of work: -"Procurement of Primary collection vehicles of 2.2 cum capacity Garbage Hopper with hydraulic tipping system--- (46 Nos) for Municipal Solid Waste Management under SBM.

Tender Fee (Non-refundable) Rs. 10,000/-

Earnest Money Deposit (EMD) Rs. 6,00,000/-

Last date of submission of online bid 26.10.2018 up to 15.00 Hrs. through E tendering only,

Bid (Technical) Opening Date: 26.10.2018 at 16.00 hrs onwards.

DOWNLOAD OF TENDER DOCUMENT

The tender document for these work are available on website: <u>http://eproc.punjab.gov.in</u>

The bidder shall pay the Tender fees through online mode only to the Municipal Corporation and attach prequalification documents on website.

EARNEST MONEY DEPOSIT

The aforesaid BID must be accompanied by the EARNEST MONEY DEPOSIT as specified in a 'General Details of Work' section above. The Bid Security shall be paid through online mode only. It is refundable (subject to the tender conditions)

SUBMISSION OF TENDER

The completed Tender document shall be submitted through e tendering only.

Tender shall be accompanied by EMD. The tenders 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 EMD.

OPENING OF TENDER

The Technical bid of will be opened as mentioned in a '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 Technical Evaluation.

- Tender (a complete set of bidding document) fee shall be Rs.10,000/- to be paid through online mode only and which shall be non refundable. The fees shall be paid before 26.10.2016 up to 15.00 Hrs.
- The tenders are uploaded on E-tendering website: <u>http://eproc.punjab.gov.in</u>
- Interested Bidders fulfilling the qualifying criteria shall fill online tender on <u>http://eproc.punjab.gov.in</u> up to 15.00 Hrs Dt. 26.10.2018, tender fees as mentioned above shall be paid by the bidder before 26.10.2018 up to 15.00 Hrs. through online mode only.
- All bids must be accompanied by Bid Security of the amount specified for the Works in the above Table. Bid Security will have to be in any one of the forms as specified in the tender documents.

Information for online participation.

Internet site address for e-Tendering activities will be: <u>http://eproc.punjab.gov.in</u>.

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

For participating in the above e-tendering process, the contractors shall have to get themselves registered with etender.punjabgovt.gov.in and get User ID, and Password. Class-3 digital signature is mandatory to participate in the etendering. For any clarification/difficulty regarding e-Tendering process, please contact on 0172-2970263, 0172-2970284.

Other terms & conditions can be seen at E-tender website. NIT and Terms and conditions are being uploaded at the Municipal Corporation Bathinda website (eproc.punjab.gov.in) only for viewing. Agencies should note that online

tenders will be only submitted at the aforesaid website <u>http://eproc.punjab.gov.in</u>.

Bidders who wish to participate in e-Tender need to fill data in predefined forms of tender fee, EMD, (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.

Technical proposal

The Technical proposal should contain scanned copies of the following further two covers (folders).

Statutory Documents

I. Technical Packet:

- 1. All Appendix : The Bidders have to take a print out copy of the Appendix, fill them properly in hard copies and the same documents has to be scanned in Multipage PDF format and upload in this Folder.
- 2. Tenderer's Available Production Capacity Certificate.

II. Financial Packet:

1. BOQ (Bill OF Quantity): The Bidders are instructed to download the BOQ and the same must be filled up properly and uploaded by providing competitive rates and Company name.

Non Statutory Document/ OID (Other Important Documents :

To upload these documents refer to help manuals / instructions to bidders for e-tendering as uploaded on website.

S.NO	COMPANY	TRADE LICENCE FOR PROPRIETORSHIP				
	DETAILS	FIRM, PARTNERSHIP DEED/MEMORANDUM				
1	CREDENTIALS	COMPLETION CERTIFICATES OF THE PREVIOUS JOBS				
		DONE (LAST 3 YEARS) – by bidder/Manufacturer				
2	AUDIT	PROFIT AND LOSS AND BALANCE SHEET FOR THE				
	REPORT FOR	LAST 3 YEARS (.From Manufacturer of the chassis if in				
	THE LAST 3	case authorized Dealer is Bidder.)				
	YEARS					
3	OTHER					
	IMPORTANT					
	DOCUMENTS					

The Bidders are instructed to scan the documents in Multipage PDF Format and the scanning properties must be in (100 to 150 DPI/PPI).Note: - Failure of submission of any of the above mentioned documents will render the Bid liable to be summarily rejected for both statutory and non-statutory cover.

Bid Evaluation

- 1. Opening of Technical proposal: Technical proposals will be opened by the Bid Inviting Authority electronically from the website using his/ her Digital Signature Certificate.
- 2. Pursuant to scrutiny and decision of the screening committee the summary list of eligible Bidder and for which their proposal will be considered and uploaded in the web portals.
- 3. While evaluation, the committee may summon the Bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

Financial proposal

1. To be uploaded digitally signed by the Bidder.BOQ have been uploaded for financial bidding according as per Appendix 4.

2. The Supplier/Tenderer offering the lowest Rates would be declared as the Preferred Supplier for the same.

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 120days from the date of opening of Technical Bid.
- 4. Tender offers without tender fees, Earnest Money Deposit (EMD) and which do not fulfill all or any of the condition or submitted incomplete in any respect will be rejected.
- 5. Conditional tender shall not be accepted. Commissioner, Municipal Corporation, Bathinda reserves the right to accept or reject such tenders without assigning any reason thereof.
- 6. The successful bidder shall enter into an Agreement with the Corporation.
- 7. 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.
- 8. Commissioner, Municipal Corporation, Bathinda 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

Commissioner Municipal Corporation Bathinda

MINIMUM ELIGIBILITY CRITERIA

Bidder shall submit the letter of Authorization from the manufacturer of the vehide as per the Performa given in tender document (**Annexure-A**) and also shall submit the "Memorandum of Understanding (MOU) between manufacturer and authorized dealer as per attached format (**Annexure-B**). Also this manufacturer must have the sale of Minimum 35 vehicles in single work order during last 5 (Five) years in any city, nationally, or Internationally with any government, semi-government or private organizations.

INSTRUCTIONS TO SUPPLIERS

- 1.0 Municipal Commissioner, Municipal Corporation Bathinda, invites detailed bid from interested parties for the Procurement of **Primary collection vehicles of 2.2 cum capacity garbage Hopper with hydraulic tipping system for municipal solid waste management under SBM**.
- 2.0 The requirement of Tender for a "Procurement of Primary collection vehicles of 2.2 cum capacity garbage Hopper with hydraulic tipping system for municipal solid waste management under SBM 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).
- 3.0 Each tenderer shall submit only one (1) Bid in response to this Tender Document (TD). Any tenderer who submits more than one Bid for the item will be disqualified.
- **4.0** At any time before last date and time of submission of Bids MC, BATHINDA, Bathinda 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 given website. The Bidder shall not transfer the TD to another interested party. Any reply/changes (if required); will also be declared on above website only.
- **5.0** 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). MC, BATHINDA, Bathinda 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, MC, BATHINDA, Bathinda 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.

6.0 Earnest Money Deposit (EMD)

Each Bid shall be accompanied by EMD of Rs.6,00,000/- (Rupees Six lac only).

The EMD shall be paid through online mode only.

The EMD shall be forfeited in the following cases:

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

7.0 Performance Security

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, Bathinda** on any Nationalized Bank/Schedule bank, payable at Bathinda which will be returned back on successful completion of one year Hopper warranty period. Irrevocable Bank Guarantee issued by a nationalized bank / Schedule bank located in Bathinda, shall also be acceptable as per format **Appendix-5**.

8.0. Formats and Signing of Bid

8.1. The Supplier would provide all the information as per this TD. MC, BATHINDA 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 **Appendix3-Online**
- (b) Qualification Criteria / Technical bid in the format set out in Appendix 2-Online
- (c) Financial Quotation/ price bid for Procurement of Primary collection vehicles of 2.2 cum capacity garbage Hopper with hydraulic tipping system for Municipal Solid Waste Management under SBM.As per Tender Specifications & Conditions in the format set out in Appendix 4 in online formats only.
- d. Tender fee
- e. The Bidder shall duly sign all the sheets of the Tender Document submitted in support of their online tender.
- f. EMD

8.2. The Tender Document submitted in support of their online tender shall be initialed by an authorized signatory of the Bidder or an Individual, as applicable.

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

9.0. MC, BATHINDA, Bathinda 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 eproc.punjab.gov.in

10.0. Bid Due Date

Bids should be submitted online before 15.00 hours IST on 26.10.2018 in the manner and form as detailed in this PD. Bid submitted by online only.

MC, BATHINDA, Bathinda 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. Technical bid will be opened on 26.10.2018 at 15.00 hrs onwards MC, BATHINDA 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.

11.2. MC, BATHINDA, Bathinda 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 Clause9.

11.3. To facilitate evaluation of Bids, MC, BATHINDA may, at its sole discretion, seek clarifications in writing from any Supplier 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 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.
- 12.2. The Bid would be considered to be responsive to meets the following conditions:

(a) It is received /deemed to be received by the Bid Due Date including any extension thereof.

- (b) It is submitted online only as stipulated in Clause 9 and Clause10.
- (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 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 MC, BATHINDA without communication with the Supplier). MC, BATHINDA 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.

12.3. MC, BATHINDA, Bathinda reserves the right to reject any Bid, if:

- (a) If the tender is in complete; 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.

- 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 Appendix2.
- 12.5. In case the Bid is found to be inadequate, MC, BATHINDA, BATHINDA may request the Supplier for modifications to the Bid submitted. As part of the evaluation of the Bid, MC, BATHINDA, BATHINDA may also request the Supplier to submit clarifications.
- 12.6. The Financial Quotations/ Bid of only those Suppliers, who meet the Qualification Criteria, would be opened.
- 12.7. The Supplier offering the lowest quotation for the Procurement of Primary collection vehicles of 2.2 cum capacity garbage Hopper with hydraulic tipping system for Municipal Solid Waste Management under SBM as per AMC Tender Specifications & Conditions would be declared as the Preferred Supplier for the same.
- 12.8. Tenderer has to submit the technical presentation in support of their technical bid with all the credentials and salient features of their Hopper & proposal to enable the more technical evaluation of the available proposal, if required MC, BATHINDA can ask the tenderer to show the live working of the Hopper and based on the performance, MC, BATHINDA can take the decision for technical evaluation. This will be binding to the entire bidder.
- 12.9 MC, BATHINDA may either choose to accept the Quotation of the Preferred Supplier or invite him for negotiations.
- 12.10. In case there are two or more Suppliers quoting the same price, MC, BATHINDA may in such case call all such Suppliers for negotiation sand select the Preferred Supplier on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of MC, BATHINDA.
- 13.0. In the event of acceptance of the Preferred Supplier with or without negotiations, MC, BATHINDA shall declare the Preferred Supplier as the Successful Supplier. MC, BATHINDA will notify the Successful Supplier through a Letter of Award (LoA) that its Bid has been accepted.

- 13.1. Notwithstanding anything contained in this TD, Municipal Commissioner, MC, BATHINDA 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.
- 14.0 If any dispute arises about the contract or any terms of contract, Municipal Commissioner, MC, BATHINDA shall be the sole arbitration and his decision would be final and binding to all the parties.
- 15.0 Hopper shall be inspected / verified by authorized representative/s of MC, BATHINDA with the specification of MC, BATHINDA (if required) & on approval same shall be put in working.
- 16.0 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, Registration charges are included in the indicated price. However any change in the Excise, GST/Sales tax, Govt. statutory levies, registration charges etc. will be considered at actual for which contractor will have to submit necessary documentary proofs as required by department. No other change will be accepted.
- 17.0 The technical specification and scope of work for the Procurement of Primary collection vehicles of 2.2 cum capacity garbage Hopper with hydraulic tipping system for Municipal Solid Waste Management under SBM as per MC, BATHINDA Tender Specifications & Conditions is given in Appendix 1.

18.0 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 lockout 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 M.C. Commissioner but at the same time his best endeavors to make good the delay. The M.C. Commissioner in such event can take the final decision regarding the late delivery penalty for such cause.

19.0 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 Municipal Corporation Bathinda 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.

20.0 Payment Terms:-

As mentioned in Appendix-1

- 21.0 PQ criteria are mentioned inAppendix-2.
- 22.0 The Municipal Commissioner, Bathinda 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 Commissioner, Bathinda Municipal Corporation does not appear to be in the best interest of Municipal Corporation Bathinda and the contractor shall have no cause of action or claim against the Municipal Corporation, Bathinda its officers, employees, successors, or assignees for rejection of his tender
 - 23.0. Tenderer has to submit all the relevant information likes;
 - > Company & Model details for Hopper quoted
 - > Availability of local service point.
 - > Warranty conditions
 - Detailed client list to which such type of Hoppers have been supplied by them.
 - > Performance certificates as per tender requirements.

24.0. Special Conditions

- a) The bidder has to make the invoices in the name of Commissioner, Municipal Corporation, Bathinda.
- 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 MC, BATHINDA) of the Hopper for technical approval of bid his tender will be rejected. MC, BATHINDA 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 chassis of Hopper from the manufacturer/dealer of chassis and in no way any kind of relaxation will be given if there is any problem with the Hopper chassis 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 Bathinda city for such type of Hopper
- e) The tenderer must quote for complete job. 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 Hopper from Hopper supplier if quoted by service provider. The successful bidder shall be responsible for any fault, shortfall in the Hopper 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 chassis of Hopper 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 Hoppers as per the requirements of MC, BATHINDA; keeping in mind the RTO / other Govt. agencies norms applicable in City of Bathinda for such type of Hopper and according to the same they have to supply the fully built unit to MC, BATHINDA. Registration of the vehicle is also in the scope of tenderer and price of the same should be included in the bid price. Failure at any part will be contractor's responsibility and will have to be at the cost.
- h) The successful tenderer will be fully responsible for the safety and security of the Hopper when in their possession during the delivery, testing, commissioning stage and even during the entire contract period.
- Tenderer has to quote for Model having latest emission norms prevailing in Punjab. Decision for selection of model will be taken by MC, BATHINDA as per the requirements and will be final and binding to all bidders.
- Necessary design and final approval from RTO / other govt. agencies (as required) as per latest norms and rules is tenders responsibility. If

tenderer is failed to comply the rules of RTO /other govt. agencies, same will be rejected by MC, BATHINDA.

k) Subject to Bathinda Jurisdiction.

Contractor's Sign with Seal

Commissioner Municipal Corporation Bathinda

Procurement Requirement & Specifications Primary collection vehicles of 2.2 cum capacity garbage Hopper with hydraulic tipping system.

The number of the **Primary collection vehicles of 2.2 cum capacity garbage Hopper with hydraulic tipping system** to be procured is 35 Nos. However, actual number of procurement will be at the sole discretion of MC, BATHINDA.

Tender Validity period

The Validity period is 120days.

Emission Norms for Chassis:

Tenderer must have to quote for chassis having latest norms BS-IV will be applicable to Punjab city, tenderer must have to supply the unit mounted on applicable norms BS-IV chassis, and otherwise it will not be accepted.

Procurement period (i.e. Delivery Period)

The total procurement period is 45 days. Delivery period will commence from the date of invoice of chassis to the 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 MC, BATHINDA order. Otherwise late delivery will be considered for such delay period.

Delivery Schedule

As per requirement MC, BATHINDA 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: Bathinda, Punjab at site specified by MC, BATHINDA.

Payment Terms: 100% Payment for Chassis purchase against Performa Invoice &

submission of Indemnity Bond against Chassis as per format (Appendix-6) shall be

acceptable. 100% payment after 15 days from date of delivery of Hopper.

The department will intimate the L1 bidder to submit the Proforma Invoice for the Chassis before release of LOI/Purchase Order. It will be department discretion to procure the chassis on DGS& D rate contract, if available at the time of release of LOI/Purchase Order, keeping in view the delivery terms of the tender.

The performance Security Deposit will be paid back by after the satisfactory expiry of warranty period without any interest.

Insurance

The Supplier is responsible for transit and all other insurances till one year of the equipment are delivered at the location mentioned in the Procurement Order.

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 finalisation purpose, the total price will be taken in to consideration. Transportation, Packing, Forwarding, Transit Insurance charges, Registration Charges are included in the indicated price. However any change in the Excise, VAT/Sales tax, Registration Charges will be considered at actual for which contractor will have to submit necessary documentary proofs as required by department.

Warranty Period

Supplier shall warrant that the supply shall be warranted against faulty materials and workmanship for the Procurement of **Primary collection vehicles of 2.2 cum capacity garbage Hopper with hydraulic tipping system for** a period of 12 months from the date of supply.

Inspection

The bidder will make arrangement for inspection of the **Primary collection vehicles of 2.2 cum capacity garbage Hopper with hydraulic tipping system** by MC, BATHINDA &/or Third Party (if required) along with MC, BATHINDA, before delivery at factory site, also before colour work. Inspection and commissioning **Primary collection vehicles of 2.2 cum capacity Hopper with hydraulic tipping system** will also be carried out at Bathinda / at site specified by MC, BATHINDA (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 held liable and MC, BATHINDA 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, MC, BATHINDA shall deduct from the contract price as liquidated damages, a sum equivalent to **1 percent** of the delivery price of the delayed goods per Month or part thereof on the value of the delayed work 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**.

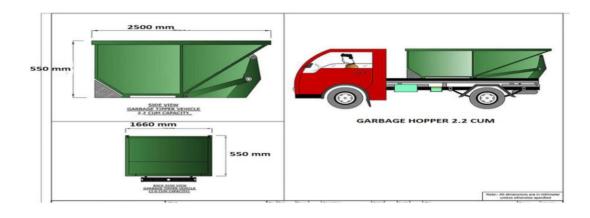
However, Delay in excess of one hundred (100) days after completion of delivery period may be cause for termination of contract and forfeiture of all security for performance.

Contractor's Sign With seal Commissioner

Municipal Corporation Bathinda

TECHNICAL SPECIFICATION

GARBAGE HOPPER Capacity 2.2 cu.m TECHNICAL SPECIFICATION GARBAGE HOPPER Capacity 2.2 cum





Proposed Vehicle Picture

SPACIFICATION OF 2.2 CUM CAPACIT GARBAGE HOPPER WITH HYDRAULIC TIPPING SYSTEM

I. SCOPE OFSUPPLY

Under this contract, the successful bidder has to supply.

A, Suitable Chassis with BS- IV (as may be applicable to Punjab city) Engines or RTO approved Engines with Factory Fitted Driver-cum- attendant Cabin as per specifications. The Bidder shall make arrangements for mounting equipment on the chassis according to the rules laid down by the Regional Transport Office for the chassis.

B, Supply & fitment of Primary collection Hopper equipment & body as per specification

Chassis:

The equipment shall be designed, fabricated, mounted and integrated to the 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

General Requirements: The intended primary collection vehicles shall be of approved make conforming to the requirements of relavant IS/BS.

Engine Model	Minimum or Equivalent with Engine driven by Water-cooled, Direct Injection, Diesel and a minimum of 800 CC
Minimum Power Output	40 HP @ 3200 RPM
Minimum Torque Output	94 Nm @ 1600 RPM
Minimum GVW	2050 kg.
Minimum Net Payload Capacity	1000 kg
Container Capacity	2.2 cum or more
Container Size	Min.length-2500 mm-
	Min. Width: - 1600 mm
	Min. Height –550 mm
Drive	Hydraulic Pump driven by the electrical power or any other suitable drive
Hopper Body	As shown in the drawing
Internal Volume	2.2-cubic meters.

Material of	MS (Minimum 1.6 mm thick)
Construction	

- The rear body will be as shown in the drawing covered from the top with partition for dry and wet waste (40:60). The loading will be done from top lids provided in body. The tipping shall be done hydraulically with minimum one hydraulic cylinder with separate arrangement for dry and wet waste unloading and can be directly unloaded into the hopper of the compactor vehicle (minimum unloading height 1.3 meter). Also, all the vehicles required to be supplied with a hooter (audible up to 0.5km.)
- The above are the general requirements and the bidder shall give his own design, specifications and other technical details at the time of submission of offer. The minimum requirement of dimensions shall be as shown in the **drawing**. The bidder may offer his own design.
- The design of rear body shall be done in such a way that it shall get directly unloaded in the hopper of the compactor vehicle. Successful bidder shall submit the technical data and all the other relevant documents for approval of Employer, before procurement/fabrication.

Note: Swachh Bharat Mission Logo as under shall be painted on the goods and tag line shall be painted as Swachh Bharat-Swachh Punjab-Swachh Bathinda.

एक कदम स्वच्छता की ओर

Contractor's Sign With seal Commissioner Municipal Corporation, Bathinda

Qualification Criteria

A. Only duly registered Firm/Company can submit Bids. Provide Certificate of Registration.

B. The tenderer should be the Manufacturer of the equipments/vehicles proposed to be supplied or should be the Authorised dealer/Distributor of manufacturer. If the tenderer is Authorised dealer/Distributor of the manufacturer, a latest Authority letter should be submitted.

C. The tenderer shall furnish a satisfactory performance certificate from the past purchasers (of the approved vehicle-from anywhere across the country)

D. The tenderer shall furnish the list of Municipal corporations /ULBs / Institutions/Private Contractors with Address & Tel. no. to whom equipments similar of lesser capacity or higher capacity have been supplied during the preceding three years and the numbers of equipment such supplied.

E. The tenderer or manufacturer shall furnish certificates of satisfactory performance of at least --- nos. of such equipment /units supplied together with self-attested copies of purchase orders received from those clients.

F. Certificate from Chartered Accountant about turn over and past three years' (Audited financial statements attached of Manufacturer or Authorized Dealer.)

G. Tenderer's/Manufacturers Available Production Capacity Certificate.

Joint Venture / Consortium are not permitted.

H. The bidders should be single entity bidding for the Project.

Description	Name of Client	Numbers supplied	Year of supply	Proof of Experience
				 Copy of Purchase Order from the Client. Satisfactory work execution certificates of the client

I. The Supplier should meet the financial criteria as set out below: The Supplier or Manufacturer should submit Income tax certificate for the 2015-16, 2016-17 and 2017-18 year. CA certificate must be attached with tender. The Supplier should have average annual turnover of Rupees 2.00 Cr. (Rs.Two Crores) for the last three financial years.

Contractor Sign & seal

Commissioner Municipal Corporation Bathinda

Details of Supplier

- 1. (a) Name of Supplier
- (b) Address of the office(s)
- (c) Date of incorporation and/or commencement of business
- 2. "Brief description of the Supplier's main lines of business.
- 3. Details of individual(s) who will serve as the point of contact / communication for ULB with the Supplier:
- (a) Name:
- (b) Designation:
- (c) Company/Firm:
- (d) Address:
- (e) Telephone number:
- (f) E-mail address:
- (g) Fax number:
- (h) Mobile number:
- 4. Details of the equipment supplied as per Clause 1.0, Appendix1
- Specification
- Pictures
- Brief description
- Delivery Schedule

S.No	Details	Action	Remarks
1	Whether tendering	Say Yes/No	
	firm/company is duly registered	Name of the	
		registering	
		authority.(attach	
		certificate)	
2	Whether the tenderer is the	Put 'M' or 'A'	
	Manufacturer of the Hoppers/		
	Equipment proposed to be	Authorised dealer.	
	supplied or is he the Authorized		
	dealer/ Distributor of the	(Attach certificates)	
	manufacturer?		
3	Details of Hoppers /Equipment		
	(as mentioned in the tender)	Attach separate	
	supplied in the preceding Three	sheet giving details	
	years		
4	Attach performance certificates	5	
	from the past purchasers	Attach Certificate	
	together with attested copies of		
	purchaser order received from		
	those clients as mentioned in the		
	qualification criteria.		
5	Whether the tenderer or his	Say Yes / No.	
	authorized dealers have been		
	black listed by any civic		
	authority/department / any		
	govt. or semi govt. authority?		

Financial Quotation for the Primary collection vehicles of 2.2 cum capacity garbage Hopper with hydraulic tipping system

(On the Letterhead of the Company)

Date:

The Commissioner Municipal Corporation, Bathinda

Sub: Financial Quote for Supply of **Primary collection vehicles of 2.2 cum capacity garbage Hopper with hydraulic tipping system** required for delivery of Municipal Solid Waste Management services

Dear Sir/Madam,

We, hereby, having reviewed and fully understood all the terms and conditions of this Procurement Document, submit our financial quote for the supply of following equipment for your evaluation. The price quoted includes packing, forwarding charges, insurance, all taxes and duties etc. Delivery will be made at Bathinda, Punjab at site specified by MC, BATHINDA and will be as per schedule specified in Clause of the Procurement 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 Procurement Document.

Tondar				Appendix-		
	Inviting Authority: Corporation E f Work: Procurement of 46 Prima	<u> </u>	•	•		Honner with
	ic tipping system.		i venicies	or 2.2 cum capa	icity Galbage	
Contrac						
	f the Bidder/ Firm / Company					
	BOQ template must not be mod filling the relevent columns, else allowed to en	e the bidder i	d by the b s liable to		this tender. B	
NUMB ER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
SI. No.	Item Description	Quantity	Units	Figures To be entered by the Bidder for single item Rs. P	TOTAL AMOUNT Rs. P	TOTAL AMOUNT In Words
	•	4	5	13	53	55
1	2	-				

Please provide information on applicable flelds.

The price quoted above is net including all taxes and duties. Packing, Forwarding, Insurance charges, Registration 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.

Yours faithfully,

For and on behalf of (*Name of Supplier*) Duly signed by the Authorised Signatory of the Supplier

PERFORMANCE SECURITY-(Performa of Bank Guarantee)1

THIS DEED OF GUARANTEE executed on this the _____ day of

_____at____by___(*Name of the Bank*) having its Registered office at

Herein after 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** Municipal Corporation, ------, represented by The Commissioner, Municipal Corporation------and having its office at ------, hereinafter referred to as" MC, BATHINDA-----", 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 MC, BATHINDA and______, a company having its registered office at______, ("the Contractor"), the Contractor has been granted the Contract to supply of **Primary collection vehicles of 2.2 cum capacity garbage Hopper** for handling Municipal Solid Waste Management (herein after referred to as "the Procurement").

B. In terms of the Contract Agreement, the Contractor is required to Furnish to MC, BATHINDA, 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 Hoppers 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 WITNESSETH ASFOLLOWS:

To be issued by a Nationalized bank in India only

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._____(Herein after called "the Contractor") of all its obligations relating to the Procurement and in connection with final delivery by the Contractor in accordance with the Contract Agreement.

3. The Guarantor shall, without demur, pay to MC, BATHINDA sums not exceeding in aggregate Rs.....- (Rupees....only), within five (5) calendar days of receipt of a written demand therefore from MC, BATHINDA 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 MC, BATHINDA 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, MC, BATHINDA 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 MC, BATHINDA or any indulgence shown by MC, BATHINDA 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 MC, BATHINDA or any indulgence shown by MC, BATHINDA, 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 ____1*unless discharged/ released earlier by MC, BATHINDA in accordance with the provisions of the Contract Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs......(Rupeesonly).

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 _____.

1* .12 months from the date of signing the Contract Agreement. IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTOON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN SIGNED AND DELIVERED BY_____BANK BY THE HAND OF SHRI_____ ITS AND AUTHORISED OFFICE

INDEMNITY BOND FOR CHASSIS

This Deed of Indemnity is executed at ------, in the State of Punjab on this day of, 2016 by Shri _______of M/s (Name and address of the Bidder) (hereinafter called the **First Party**) which expression shall include his heirs, executors, administrators and assigns.

In favour of

(Name of the Client) represented by (Address of the Client/ULB) (hereinafter called the Second Party) which expression shall include its executors, administrators and assigns.

- 1. Whereas the First Party has been awarded contract for (Name of the Work). As per terms of Contract the (Chassis details) are to be supplied/ Funded and collected by the Second Party (Name of the Client) and As per clause, the Contractor has to provide an "Indemnity Bond "for Rs. (Value of Chassis) which is equivalent to the cost of Chassis is required to be furnished in favour of Second Party by the First Party as Security for safe custody and return of Vehicles after mounting (Name of the works) to (Name of the client) and Commissioning of the same at the site indicated by (Name of the client).
- 2. And whereas the Second Party having no control on the safe custody of the Vehicle Chassis after the ----- no. Vehicle chassis/fabricated Equipments are supplied to the First Party. Therefore, there is a need for the Second Party to protect itself from financial loss, if any, in the event of loss/Damage to the ----- No. chassis when it is in possession of the First Party.
- 3. And whereas at the request of the Second Party, the First Party through this Indemnity Bond indemnifies the Second Party for any loss or damage to chassis while in possession of the First Party.
- 4. The First Party will hold the second party / his nominee(s) indemnified against all losses, expenses & damages accruing to the second party / his nominee(s) as

a result of any loss or damage for the Chassis including all charges and legal expenses.

5. By signing this Indemnity Bond, the First Party agrees to pay to the Second Party unconditionally and without prompting the Second Party to resort to any litigation, the amount if any, as demanded by the Second Party on account of loss or damage suffered by the Second Party. The First Party by signing this Indemnity Bond undertakes to pay the amount, if any, within 15 days from the date of receipt of a letter from the Second Party, demanding the amount payable to Second Party due to Non-Return of the Chassis to the Second Party in working condition.

IN WITNESS WHEREOF, we have hereunto set and subscribed our hand and seal on the day and year first hereinabove written.

First Party

Second Party

Witness

1.

2.

MANUFACTURER AUTHORISATION FORM

ΤO

The Commissioner, Municipal Corporation, Bathinda

Dear Sir/Madam

Ref: Your Tender document No------dated------

2. We further confirm that no supplier or firm or individual other than Messrs------ (Name and address of the above contractor/bidder) is authorized to submit the tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods Manufactured by us.

3. We do hereby extend our full warranty, as applicable as clause of the condition of the contract reads with modification if any, offered for supply by the above firm against this tender document RFP No---.

Yours faithfully,

{Signature with date, Name and designation for and on behalf of Messrs------}

[Name and Address of Manufacturer]

NOTE: This letter of authorization should be on the letter head of the manufacturer firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

Memorandum of Understanding between Manufacturer and Authorised Dealers

(On stamp paper of Rs. 100/- duly notarized)

THIS MEMORANDUM BETWEEN:

Party No. ONE (Tenderer/Bidder)

AND

Party No. TWO <u>M/s. (Manufacturer/brand Owner of Commercial vehicles)</u> Who is meeting all the requisites as Specified in this RFP No-- for the work of "Supply of 46 no. garbage hoppers of 2.2 cum capacity with hydraulic tipping system"

With this Memorandum reached Between Party ONE and Party TWO Mentioned above, The Party No. ONE hereby undertakes that he will procure all the vehicles required for the work detailed in the RFP No—from the Party NO. TWO only.

The Party No TWO hereby undertakes to supply the vehicles manufactured by them as per RFP no—Specification during the whole period of the contract to the party No ONE.

The Party No TWO here also undertakes that will stand guarantor for vehicles supplied by them to Party No ONE, if any component/part needs any replacement or repair, they shall supply the same of good quality for replacement rectification, during the said Guarantee Period.

The party no, TWO stand unconditional guarantor for performance of the fitting/Fixture supplied to party no. ONE as per the requirement of tender called for the work of <u>"Supply of 46 no. garbage hoppers of 2.2 cum capacity</u> <u>with hydraulic tipping system."</u>

The party No TWO also undertakes to Supply the vehicles as per Specification and as per time schedule as mentioned in the RFP no—called vide tender no----of MCB to party no ONE.

The Party no ONE undertakes to procure vehicles from Party No. TWO as per Specifications and in such a manner so as to install the same as per time Schedule given for installation in the above mentioned RFP for which payment whatever payment to be made to party no .TWO in whatever time period as agreed between Party ONE and TWO will be responsibility of party No. ONE.

The Party on. ONE also undertakes to install said vehicles which will be procured from Party No. TWO in manner as prescribed by Party No. TWO for proper and safe performance of such vehicles.

Party No TWO also undertake to tests the streetlights on random basis whenever directed by MCB and certified that they are having Mandatory testing equipments for testing of the vehicles to be supplied as per above RFP tender specifications.

In case of non performance of their authorized dealer i.e. Party no ONE during contract period at any stage, the Manufacturer i.e. Party No TWO shall execute remaining part of the contract till its completion directly on his own or through their authorized dealer with prior approval from MCB.

In case Manufacturer / authorized dealer fails to execute their role and responsibility as mentioned above or anywhere in the tender, MCB have right to blacklist the manufacturer/ authorized dealer for non performance and impose the penalty as per above RFP tender conditions.

Authorized Signatory & seal Authorized Signatory & seal (On Behalf of the Manufacturer) (On Behalf of the For Authorized Dealer)

Note: The content of MOU should indicate scope of work of both manufacturer & Dealer, during the tender execution, O&M period) there should be only ONE MOU for both of them, if any manufacturer enters MOU with TWO dealers , their bid will be rejected. Both the parties should have signed and sealed on Rs. 100/- stamp paper and the same should be uploaded in the technical Bid).