

# AHMEDABAD MUNICIPAL CORPORATION

## CENTRAL WORKSHOP

e - Tender No. 43/2024-25



### **Bid Documents For**

**Comprehensive Operation and Maintenance Contract for 5 (Five) Years of Existing Truck Mounted Garbage Compactor Vehicles of AMC as per AMC Tender Scope of Work & Conditions.**

Last date for e-tendering is as under	
1. Last Date of online submission of e – Tender	27th Feb 2025 up to 18.00 hours
2. Physical submission of EMD, Tender fee and other supporting documents.	28th Feb 2025 up to 16.00 hours
3. Opening of online Technical Bid	1st Mar 2025 - 11.00 Hours onwards
4. Opening of Price Bid	Will be intimated to technically qualified bidders.
5. Bid Validity	120 Days
6. Tender Fee	Rs. 12,000/-
7. EMD	Rs. 22,80,000/-

**2024-25**

**JOINT DIRECTOR (MECHANICAL)  
AHMEDABAD MUNICIPAL CORPORATION  
CENTRAL WORKSHOP  
OPP. OLD LATHI BAZZAR, JAGNNATHJI ROAD, JAMALPUR,  
AHMEDABAD - (GUJARAT) - 380022.**

### INFORMATION TO TENDERERS

1	Tender No:	43 / 2024-25
2	Last date of Online tender submission	27th Feb 2025 up to 18.00 Hrs
3	Date of Tender Opening (Technical bid)	1st Mar 2025 11.00 Hrs on wards
4	NAME OF THE WORK	Comprehensive Operation and Maintenance Contract for 5 (Five) Years of Existing Truck Mounted Garbage Compactor Vehicles of AMC as per AMC Tender Scope of Work & Conditions.
5	TENDER FEES (NON REFUNDABLE)	Rs.12,000/- Rs. Twelve thousand only; to be submitted in the form of D.D. /P.O. in favour of Municipal Commissioner, Ahmedabad of any Nationalized Bank/Schedule bank/Banks mentioned in AMC circular and payable at Ahmedabad on 28th Feb 2025 up to 16:00 Hrs. To be submitted to the Office of Joint Director (Mechanical), Central Workshop, Ahmedabad Municipal Corporation, Opp. Sahakari Lati Bazar, Nr. S.T.Bus stop, Jaggannathji Road. Jamalpur. Ahmedabad -380022
6	E.M.D.	Rs. 22,80,000/- Rs. Twenty Two Lakhs Eighty Thousand only; to be submitted in the form of D.D. /P.O./ B.G. in favour of Municipal Commissioner, Ahmedabad of any Bank as mentioned in AMC circular and payable at Ahmedabad; on 28th Feb 2025 up to 16:00 Hrs. To be submitted to the Office of Joint Director (Mechanical), Central Workshop, Ahmedabad Municipal Corporation, Opp. Sahakari Lati Bazar, Nr. S.T.Bus stop, Jaggannathji Road. Jamalpur. Ahmedabad -380022
7	GENERAL CONDITION	As per tender documents.
8	Performance Security Deposit	For Operation and maintenance contract work, Contractor has to submit performance security deposit which shall be 5% of the one year O & M contract work amount based on daily 8 hrs working shift approved rate as a contract security.
9	MODE OF SENDING THE TENDER / RELEVANT DOCUMENTS	By Hand delivery / Registered A.D. or Speed Post / Courier addressed to, Office of Joint Director (Mechanical), Central Workshop, Ahmedabad Municipal Corporation, Opp. Sahakari Lati Bazar, Nr. S.T.Bus stop, Jaggannathji Road. Jamalpur. Ahmedabad -380022

**Contractor's Sign  
With seal**

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



## Ahmedabad Municipal Corporation

### 1.0 TENDER NOTICE

Tender for Comprehensive Operation and Maintenance Contract for 5 (Five) Years of Existing Truck Mounted Garbage Compactor Vehicles of AMC as per AMC Tender Scope of Work & Conditions.

1. The Municipal Commissioner, Ahmedabad Municipal Corporation, invites detailed bid from interested parties for the Tender for Comprehensive Operation and Maintenance Contract for 5 (Five) Years of Existing Truck Mounted Garbage Compactor Vehicles of AMC as per AMC Tender Scope of Work & Conditions.
2. Sealed tenders, for the above work are invited from the bidders. The bidders shall be a single entity only, bidding for the Project. Detailed PQ criteria are mentioned in tender. All necessary documentary evidence shall be submitted along with the tender.

### GENERAL DETAILS OF WORKS

*Name of work:* Tender for Comprehensive Operation and Maintenance Contract for 5 (Five) Years of Existing Truck Mounted Garbage Compactor Vehicles of AMC as per AMC Tender Scope of Work & Conditions.

Tender Fee (Non-refundable) Rs 12,000/-

Earnest Money Deposit (EMD) Rs 22,80,000/-

Last date of submission of online bid 27th Feb 2025 up to 18.00 Hrs. through E tendering only,

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

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

Bid (Technical) Opening Date: 1st Mar 2025 at 11.00 hrs onwards.

### DOWNLOAD OF TENDER DOCUMENT

The tender document for these work are available on website [www.ahmedabadcity.gov.in](http://www.ahmedabadcity.gov.in) or <https://amc.nprocure.com> or <https://tender.nprocure.com> www.tender.nprocure.com The bidder shall pay the Tender Fee to the Ahmedabad Municipal Corporation and shall have to attach the Demand draft / Pay order issued by any Nationalized Bank/Schedule bank/Banks mentioned in AMC circular, in favour of Municipal Commissioner, payable at Ahmedabad shall be attached with the Pre-qualification Document.

## **EARNEST MONEY DEPOSIT**

The aforesaid BID must be accompanied by the EARNEST MONEY DEPOSIT as specified in 'General Details of Work' section above. The Bid Security shall be in form of a crossed demand draft / pay orders in favour of "The Municipal Commissioner; Ahmedabad Municipal Corporation of any Bank as mentioned in AMC circular and payable at Ahmedabad

## **SUBMISSION OF TENDER**

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

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

## **OPENING OF TENDER**

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

- Tender (a complete set of bidding document) fee shall be Rs.12,000/- in the form of Demand Draft/ Pay Order from any Nationalized Bank/Schedule bank/Banks mentioned in AMC circular in favour of MUNICIPAL COMMISSIONER, Ahmedabad, payable at Ahmedabad, which shall be non refundable. The fees shall be paid on 28th Feb 2025 to 16.00 Hrs to the Office of Joint Director (Mechanical), Central Workshop, and AMC. Ahmedabad.
- The tenders are uploaded on AMC's website [www.ahmedabadcity.gov.in](http://www.ahmedabadcity.gov.in) or <https://amc.nprocure.com> or [www.tender.nprocure.com](http://www.tender.nprocure.com)
- Interested Bidders fulfilling the qualifying criteria shall fill online tender on [https : // amc.nprocure.com](https://amc.nprocure.com) up to 27th Feb 2025 up to 18.00 Hrs, tender fees as mentioned above shall be paid by the bidder on 28th Feb 2025 up to 16.00 Hrs to Office of Joint Director (Mechanical), Central Workshop, AMC. Ahmedabad.
- All bids must be accompanied by Bid Security of the amount specified for the Works in the above Table payable at Ahmedabad and drawn in favour of AHMEDABAD MUNICIPAL CORPORATION, Ahmedabad. Bid Security will have to be in any one of the forms as specified in the tender documents.
- All Relevant supporting Documents of Bids must be delivered to Office of Joint Director (Mechanical), Central Workshop, Ahmedabad Municipal Corporation, Opp.

Sahakari Lati Bazar, Nr. S.T.Bus stop, Jaggannathji Road. Jamalpur. Ahmedabad - 380022 on 28th Feb 2025 up to 16.00 Hrs.

- Information for online participation

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

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

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

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

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

E-Mail:URL: <https://amc.nprocure.com> or <https://tender.nprocure.com>  
[www.tender.nprocure.com](http://www.tender.nprocure.com)

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

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

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

#### **GENERAL INSTRUCTIONS**

1. The cost of Bid document i.e. tender fees will not be refunded under any circumstances.
2. EMD in the form specified in Bid document only shall be accepted.
3. The offer shall be valid for 120 days from the date of opening of Technical Bid.
4. Tender offers without tender fees, Earnest Money Deposit (EMD) and which do not fulfil all or any of the condition or submitted incomplete in any respect will be rejected.

5. Conditional tender shall not be accepted. Municipal Commissioner, Ahmedabad reserves the right to accept or reject such tenders without assigning any reason thereof.
6. Tenderers should carefully fill in the rates against the items mentioned in the schedule and scrutinize them before submitting the tender. Any variation in rates etc. will not be allowed on any ground such as mistake or misunderstanding etc. after the tender has been recommended or accepted.
7. The tenderers shall have to necessarily quote the rate for services &/or work asked for in the tender and in E price bid only.
8. Tenderers shall have his registered office with telephone. Tenderer having experience in similar works and good track record shall be given preference while considering the tenders. Tenderers shall furnish the date on which the firm was established, the names of all the partners constituting the firm with their residential addresses and experience in similar works. Tenderers having telephones at the residence of the proprietor shall state the same in the tender.
9. Municipal Commissioner decision will be final and abiding to all for accepting or rejecting the tender.
10. In case the tenderers will try to do any type of corrupt procedure like writing letters / e-mails /phone calls / Personal visits to the officers of the Municipal Corporation or any one after prize bid open will be liable for punishment procedure
11. As per the Bombay Stamp Rules Act 1958, Appendix 1, Article 5, the successful bidder shall enter in to an Agreement with the Corporation on Rs. 300 Stamp Paper.
12. Bidders shall submit necessary registration certificate like GST number registration copy & any other if required for execution of such work as per government rules along with tender document.
13. If required tenderer may visit and at our Municipal Central Workshop for general idea of working and requirements of Truck Mounted Garbage Compactor with permission.
15. All interested bidders are requested to meet to all concern dept. HODs (i.e. Central Workshop – Joint Director (Mechanical), Solid Waste Management – Director (SWM), Zonal SWM Dept. – Zonal Dy. Director (SWM) for understanding of Work & / or definition / meaning of any terms of tender; if they want to clarify before bidding of tender; with prior appointment.

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

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

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

## INSTRUCTIONS TO SUPPLIERS

- 1.0 Ahmedabad Municipal Corporation invites tender for “Tender for Comprehensive Operation and Maintenance Contract for 5 (Five) Years of Existing Truck Mounted Garbage Compactor Vehicles of AMC as per AMC Tender Scope of Work & Conditions.
- 2.0 The requirement of “Tender for Comprehensive Operation and Maintenance Contract for 5 (Five) Years of Existing Truck Mounted Garbage Compactor Vehicles of AMC as per AMC Tender Scope of Work & Conditions and their detailed technical specifications, scope of work etc are set out in Appendix 1. Interested and qualified parties, based on qualification criteria set out in Appendix 2, (Online)are requested to submit information about bidder and a financial Quotation / price bid in a manner prescribed in Appendix 3 & 4 (Online). Tenderer has to submit various other details as per format / details asked for in the Annexure 1 to 7
- 3.0 Each tenderer shall submit only one (1) Bid for each of the item, in response to this Tender Document (TD). Any tenderer who submits more than one Bid for the item will be disqualified.
- 4.0 Not More than one tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested as a proprietor and / or a partner & / or director shall submit tender for the execution of the same work / tender. If they do so all such tender shall be liable to be rejected.
- 5.0 At any time prior 72 hours to the last date and time of submission of Bids AMC may, for any reason, whether at its own initiative or in response to clarifications requested by any Supplier, modify the TD by the issuance of Addenda. All interested tenderer shall have to check the AMC website. The Bidder shall not transfer the TD to another interested party. Any reply/changes (if required) , will also be declared on above website only.
- 6.0 Deleted.
- 7.0 Perpetrations of tender document: Tenderer shall carefully examine the tender documents and fully inform themselves as to all the conditions and matters, which may in any way effect the work or the cost Should a Tenderer find discrepancies, error or omission from the specifications or other documents or should he be in doubt as to their meaning, he should address query to the concerned authority. Any resulting interpretation of the tender documents will be issued to all Tenderers as an addenda corrigendum. Verbal clarification and/or information given by the Tenderer shall not be binding on the Corporation.
- 8.0 Modification of Documents : Modification of specifications and extension of the closing date of the tender. If required will be made by an addendum. Notification of addendum will be published on website only. These shall be signed and shall form a part of tender. The Tenderer shall not add to or amend the text of any of the documents except in so far as may be necessary.
- 9.0 Addenda: Addenda form part of the contract documents and full consideration shall be given to all addenda in the preparation of tenders. Tenders shall verify the number of addenda issued, if, any and acknowledge the receipt of all Addenda in the Tender. Failure to do so may cause the Tender to be rejected.

- 10.0 The Bid shall remain valid for a period not less than 120 days from the date of opening of tender i.e. technical bid (bid validity period). AMC reserves the right to reject any Bid, which does not meet this requirement. In exceptional circumstances, prior to expiry of the original Application Validity Period, AMC may request Applicants to extend the Application Validity Period for a specified additional period. Applicants not extending the Application Validity Period when so requested would automatically be disqualified.
- 11.0 Earnest Money Deposit (EMD)
- 12.0 Each Bid shall be accompanied by EMD of Rs. 22,80,000/- (Rupees Twenty Two Lakhs Eighty Thousand only).
- 13.0 The EMD shall be in the form of a crossed demand draft / Pay Order / Bank Guarantee in favour of The Municipal Commissioner, Ahmedabad on any bank as mentioned in AMC circular only, payable at Ahmedabad.
- 14.0 The EMD shall be forfeited in the following cases:
- (a) If the Supplier withdraws it's Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period.
  - (b) If the successful supplier fails to provide the Performance Security within the stipulated time or any extension thereof provided by AMC;
- 15.0 Performance Security
- 16.0 The successful bidder would be required to submit Performance Security in the form of a crossed demand draft/ Pay Order in favour of The Municipal Commissioner, Ahmedabad on any Bank as mentioned in AMC circular, payable at Ahmedabad, as mentioned in performance security deposit conditions in detail in tender before start of actual O & M work ,which will be returned back on successful completion of O & M Contract period.
- 17.0 Irrevocable Bank Guarantee issued by any Bank as mentioned in AMC circular located in Ahmedabad, India (as per AMC rules) shall also be acceptable.
- 18.0 Formats and Signing of Bid
- 18.1 The Supplier would provide all the information as per this TD. AMC would evaluate only those Bids that are received in the required format and are complete in all respects. Each Bid shall comprise the following:
- (a) Details of the Supplier in the format set out in Appendix 3- Online
  - (b) Qualification Criteria / Technical bid in the format set out in Appendix 2- Online
  - (c) Financial Quotation/ price bid for "Tender for Comprehensive Operation and Maintenance Contract for 5 (Five) Years of Existing Truck Mounted Garbage Compactor Vehicles of AMC as per AMC Tender Scope of Work & Conditions. in the format set out in Appendix 4 in online formats only.



- (d) Tenderer has to submit various other details and formats duly self attested and signed as per Annexure 1 to 7.
  - (e) Tender fee
  - (f) The Bidder shall duly sign all the sheets of the Tender Document submitted in support of their online tender.
  - (g) EMD
  - (h) All bidders are requested to upload technical bid documents, however if they found any difficulty in uploading, they can submit the same in physical with tender technical bid (EMD, Tender fee etc) supporting documents.
- 19.0 The bidder shall seal the Tender fee, EMD and relevant Tender Document submitted in support of their online tender in envelopes, which shall be clearly marked as "Tender for Comprehensive Operation and Maintenance Contract for 5 (Five) Years of Existing Truck Mounted Garbage Compactor Vehicles of AMC as per AMC Tender Scope of Work & Conditions.
- 20.0 The Tender Document submitted in support of their online tender shall be initialled by an authorized signatory of the Bidder or an Individual, as applicable.
- 21.0 Sealing and Marking of Bid for submission of Physical Tender supporting documents:
- 22.0 The envelope for EMD -Tender fee and relevant supporting documents must be super scribed with the following information:
- (a) Name and Address of Tenderer  
Name of work  
Tender due date and time
- 23.0 If the envelope is not sealed and marked as instructed above, AMC assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and such Bid, may, at the sole discretion of AMC, be rejected.
- Tender shall be submitted through E - tendering only. (On line price Bid is compulsory)
- 24.0 AMC reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it. The response to the queries shall be uploaded (if found appropriate and required) on [www. amc.nprocure.com](http://www.amc.nprocure.com) or [www.tender.nprocure.com](http://www.tender.nprocure.com)
- 25.0 Bid Due Date
- 26.0 Bids should be submitted online before 18.00 hours IST on 27th Feb 2025 in the manner and form as detailed in this PD. Bid submitted by either Hard copy (not as per format in TD), facsimile transmission or telex or email or in person will not be accepted and such tender/s will be rejected.

- 27.0 AMC may, in exceptional circumstances, and at its sole discretion, extend the above Bid Due Date by issuing an Addendum.
- 28.0 Opening of Bids and Clarifications
- All information must be typed or hand written legibly in English language. All pages of the pre-qualification document must be initialled by the applicant. All corrections, erasures or overwriting, therein, must be initialled by Applicant.
- 29.0 Technical bid will be opened on 1st Mar 2025 11.00 hrs onwards AMC would open the Bids possibly on Bid Opening Date as mentioned above in the 'General Description of Work' for the purpose of evaluation, if there is any change, same will be intimated to tenderer.
- 30.0 AMC reserves the right to reject any or all Bids not submitted on time and which does not contain the information/documents as set out in tender.
- 31.0 To facilitate evaluation of Bids, AMC may, at its sole discretion, seek clarifications in writing from any Supplier regarding its Bid.
- 32.0 Evaluation
- The details given by the applicants in the pre qualification documents will be evaluated as per qualifying criteria, Ahmedabad Municipal Corporation reserves the right to restrict the list of pre-qualified applicant to any number deemed suitable by it. Ahmedabad Municipal Corporation's decision for pre-qualifying the applicants shall be final and binding to all.
- 33.0 As part of the evaluation, the Bids shall be checked for responsiveness with the requirements of the TD and only those Bids, which are found to be responsive, would be further evaluated in accordance with the criteria, set out in this TD.
- 34.0 The Bid would be considered to be responsive if it meets the following conditions:
- (a) It is received /deemed to be received by the Bid Due Date including any extension thereof.
  - (b) It is signed, sealed and marked as stipulated in tender.
  - (c) It contains all the information and documents as requested in the TD.
  - (d) It contains information in formats specified in this TD.
  - (e) It mentions the validity period as set out in tender.
  - (f) It provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by AMC without communication with the Supplier). AMC reserves the right to determine whether the information has been provided in reasonable detail.
  - (g) There are no inconsistencies between the Bid and the supporting documents. A Bid that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (i.) which affects in any substantial way, the scope, quality, or performance of the

project, or (ii.) which would affect unfairly the competitive position of other Suppliers presenting substantially responsive Bids.

- 35.0 AMC reserves the right to reject any Bid, if:
- (a) If the tender is incomplete; or
  - (b) At any time, a material misrepresentation is made or discovered; or
  - (c) The Supplier does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Bid.
- 36.0 In case the Bid is found to be responsive, the Bid would be evaluated in accordance with the Qualification Criteria as set out in Appendix 2.
- 37.0 In case the Bid is found to be inadequate, AMC may request the Supplier for modifications to the Bid submitted. As part of the evaluation of the Bid, AMC may also request the Supplier to submit clarifications.
- 38.0 The Financial Quotations/ Bid of only those Suppliers, who meet the Qualification Criteria, would be opened.
- 39.0 The Supplier offering the lowest quotation for the “Tender for Comprehensive Operation and Maintenance Contract for 5 (Five) Years of Existing Truck Mounted Garbage Compactor Vehicles of AMC as per AMC Tender Scope of Work & Conditions. would be declared as the Preferred Supplier for the same.
- 40.0 Tenderer has to submit the technical presentation in support of their technical bid with all the credentials and salient features of their Vehicles & proposal to enable the more technical evaluation of the available proposal, if required AMC can ask the tenderer to show the live working of the Vehicles and based on the performance, AMC can take the decision for technical evaluation. This will be binding to all the bidder.
- 41.0 Even though agency is qualifying all the above criteria but found to be poor in performance, in the opinion of executive officer and above cadre his price bid will not be opened. It is the discretion of Municipal Commissioner or the Tender Scrutiny Committee to qualify / disqualify the agency or to open / not to open the price bid of agency.
- 42.0 AMC may either choose to accept the Quotation of the Preferred Supplier or invite him for negotiations.
- 43.0 In case there are two or more Suppliers quoting the same price, AMC may in such case call all such Suppliers for negotiations and select the Preferred Supplier on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of AMC.
- 44.0 In the event of acceptance of the Preferred Supplier with or without negotiations, AMC shall declare the Preferred Supplier as the Successful Supplier. AMC will notify the Successful Supplier through a Letter of Award (LoA) that its Bid has been accepted.

45.0 Notwithstanding anything contained in this TD, Municipal Commissioner, AMC reserves the right to accept or reject any quotation, or to annul the bidding process or reject all quotations, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

46.0 Notwithstanding above, the MC- AMC ., at his discretion, may also split the contract, if require for timely execution of the work among two of more qualified bidders. MC- AMC 's decision in this regard shall be final. MC- AMC also reserves right to award the Contract to any of the eligible and qualified suitable Bidder. This will be binding to all bidders.

47.0 However, if the AMC decided to put an end to the business relations on breach of any conditions of the contract no such notice shall be necessary and on event of AMC decided to put an end to the business relations on breach of any conditions of the contract no such notice shall be necessary and on event of AMC deciding to terminate the business, and the R.C. shall stand terminated with immediate effect.

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

1) If the firm is debarred or disqualified or ceases to exist or convicted of any offence.

48.0 If any dispute arises about the contract or any terms of contract, Municipal Commissioner, AMC shall be the sole arbitration and his decision would be final and binding to all the parties.

49.0 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. However any change in the GST, Govt. statutory levies and taxes etc. will be considered for payment at actual for which contractor will have to submit necessary documentary proofs as required by department. No other change will be accepted. Further For O & M work fuel rate change will be considered as per the condition and formula given in the tender.

50.0 The scope of work for "Tender for Comprehensive Operation and Maintenance Contract for 5 (Five) Years of Existing Truck Mounted Garbage Compactor Vehicles of AMC as per AMC Tender Scope of Work & Conditions. is given in Appendix 1, however bidder are advice to personally visit the AMC, Central Workshop & zonal SWM dept. for better understanding of requirement and working of Vehicles.

51.0 EXTENSION FOR DELAY.

If the supply is delayed by:

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

OR

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

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

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

53.0 PAYMENTS DUE FROM CONTRACTOR.

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

- 54.0 The decision of lowest rate will be on the basis of rates quoted for O & M of different shifts and will be calculated as under;

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

Where;

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

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

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

The tenderer whose Rate of tenderer Found lowest based on above formula will be treated as Lowest bidder.

55.0 TAXES AND DUTIES :-

Prices quoted must be inclusive of all & all taxes.

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

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

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

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

2% TDS will be also be deducted as GST TDS. (If Applicable)

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

56.0 Payment Terms: -

As mentioned in Appendix-1

57.0 The tenderer should be the service provider of Truck Mounted Garbage Compactor Vehicles &/Or Municipal SWM related hydraulic vehicles (More than 16 MT GVW capacity) Vehicles either on rental basis by providing his own Vehicles &/or under O & M contract basis by using department / authority's Vehicles or under integrated waste management work by using such Vehicles. Tenderer must be having at least Two years continuous of experience for above referred work.

58.0 If any tenderer does not have Labour Licence at the time of tender submission then they have to get it before actual start of work, if work is awarded to them.

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

60.0 PQ criteria are mentioned in Appendix-2.

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

62.0 Successful bidder has to use all virgin material for fabrication/ repairing of the material and has to submit all necessary proofs like Invoice copies of material purchased, test reports etc as per AMC requirements. (if asked to submit)

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

- 64.0 AMC based on prevailing practice of waste management in the city, can increase / decrease the work quantum even after award of work & from the running contract at any time. No compensation for reduction in work will be given in any way. This shall be binding to the contractor/s.
- 65.0 No Compensation for Alteration in or Restriction of Work If at any time after the commencement of the work, the Ahmedabad Municipal Corporation shall for any reason whatsoever not require the whole or part thereof as specified in the tender to be carried out, the AMC shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been by reason of any alterations having been made in the original specifications, drawings, designs and instruction which shall not involve any curtailment of the works as originally contemplated.
- 66.0 The Municipal Commissioner, Ahmedabad Municipal Corporation reserves the right to reject all or any of the tender including the lowest tender or part of the tender which in the judgment of the Municipal Commissioner, Ahmedabad Municipal Corporation does not appear to be in the best interest of Ahmedabad Municipal Corporation and the contractor shall have no cause of action or claim against the Ahmedabad Municipal Corporation, its officers, employees, successors, or assignees for rejection of his tender
- 67.0 The activity is under essential service, contractor is not allowed to stop this work at any point of time. If the contractor fails to start the work on time after issue of work order, then EMD of the contractor shall be forfeited and if the agency is found to be poor in performance for carrying out awarded work or Notwithstanding, if contractor stop / leave the work by his own discretion then Security Deposit of the contractor shall be forfeited and additional expenditure for execution of remaining work shall be recovered through, if be needed, legal proceeding and Agency shall be debarred / blacklisted subject to approval of competent authority.
- 68.0 Tenderer has to submit all the relevant information likes;
- Availability of local service point.
  - Details of Technical experience of tenderer (O & M work)
  - Performance certificates as per tender requirements.
- 69.0 Special Conditions
- a) The bidder has to make the invoices in the name of AMC.
  - b) On failure of L1 to start the execution of order the L2 shall be invited for negotiation and further formalities (as above) if required.
  - c) The tenderer shall be fully responsible for taking delivery of Vehicles from the AMC/ existing contractor and in no way any kind of relaxation will be given if there is any problem with the Vehicles received. The tenderer should see that the vehicles should be such that which comply all prevailing RTO/any other Govt authority norms (if any) in Ahmedabad city
  - d) **The tenderer must quote for complete job (for O & M work as per tender format).** The tenderer that does not include the complete job as specified in

schedule of tender (specification, scope of work etc.) will be rejected. The successful bidder shall be responsible for taking timely delivery of Vehicles from existing. **The successful bidder shall be responsible for any fault, shortfall in the Vehicles proposed in the tender etc or any other requirement which is mandatory for the completion of successful execution of work.**

- e) Lowest bidder will be evaluated based on rates quoted by tenderer/s & evaluation format given in tender.
- f) Tenderer has to maintain the Vehicles as per the requirements of AMC; keeping in mind the RTO / other Govt. agencies norms applicable in City of Ahmedabad for such type of Vehicles. Regular RTO NOC shall be taken by tender as per prevailing govt. norms. Failure at any part will be contractor's responsibility and will have to bear the cost.
- g) The successful tenderer will be fully responsible for the safety and security of the Vehicles when in their possession during the delivery, contract execution stage and even during the entire contract period.
- h) The contractor shall ensure that the supervisors and cleaners are all mentally stable, and are able to communicate properly. They should not pose any hazard to the general public. Contractor shall give preference to local Valmiki Samaj workers for the work. Contractor must have to pay the salary through banks to the workers, drivers and other workforce regularly and contractor shall be fully responsible for that.
- i) This is subject to the jurisdiction of the competent court of Ahmedabad only. In case of any claim, dispute of difference arising in respect of a contract, the cause action thereof shall be deemed to have arisen in Ahmedabad and all legal proceedings in respect or any such claim, dispute or difference shall be instituted in a competent court in jurisdiction of Ahmedabad city only.

**Contractor 's Sign  
With seal**

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



## Appendix-1

### Scope of Work OF

#### O & M Work for Truck Mounted Garbage Compactor - 38 Nos.

#### APPENDIX - 1 (Continue)

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

#### Details of Garbage Compactor - Nos. 38 are as under;

Sr No	Vehicle No.	Model	Make
1	GJ01GA0872	2018	Ashok Leyland 1618
2	GJ01GA1150	2018	Ashok Leyland 1618
3	GJ01GA0983	2018	Ashok Leyland 1618
4	GJ01GA1136	2018	Ashok Leyland 1618
5	GJ01GA1103	2018	Ashok Leyland 1618
6	GJ01GA1335	2018	Ashok Leyland 1618
7	GJ01GA0951	2018	Ashok Leyland 1618
8	GJ01GA1248	2018	Ashok Leyland 1618
9	GJ01GA1028	2018	Ashok Leyland 1618
10	GJ01GA1139	2018	Ashok Leyland 1618
11	GJ01GA1169	2018	Ashok Leyland 1618
12	GJ01GA1017	2018	Ashok Leyland 1618
13	GJ01GA1203	2018	Ashok Leyland 1618
14	GJ01GA1201	2018	Ashok Leyland 1618
15	GJ01GA1257	2018	Ashok Leyland 1618
16	GJ01GA1322	2018	Ashok Leyland 1618
17	GJ01GA1086	2018	Ashok Leyland 1618
18	GJ01GA1245	2018	Ashok Leyland 1616
19	GJ01GA1756	2018	Ashok Leyland 1618
20	GJ01GA1464	2018	Ashok Leyland 1616
21	GJ01GA1338	2018	Ashok Leyland 1618
22	GJ01GA0918	2018	Ashok Leyland 1616
23	GJ01GA1233	2018	Ashok Leyland 1618
24	GJ01GA1304	2018	Ashok Leyland 1618

25	GJ01GA0926	2018	Ashok Leyland 1618
26	GJ01GA1239	2018	Ashok Leyland 1618
27	GJ01GA1227	2018	Ashok Leyland 1618
28	GJ01GA0966	2018	Ashok Leyland 1618
29	GJ01GA1175	2018	Ashok Leyland 1618
30	GJ01GA2215	2018	Ashok Leyland 1618
31	GJ01GA1197	2018	Ashok Leyland 1618
32	GJ01GA0960	2018	Ashok Leyland 1618
33	GJ01GA1020	2018	Ashok Leyland 1618
34	GJ01GA1238	2018	Ashok Leyland 1618
35	GJ01GA1333	2018	Ashok Leyland 1618
36	GJ01GA1254	2018	Ashok Leyland 1618
37	GJ01GA1110	2018	Ashok Leyland 1618
38	GJ01GA1214	2018	Ashok Leyland 1618

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

Tenderer/s must have to visit the site with authorized representative of AMC and has to check the same and before starting the O & M contract work they have to repair all the units and put it in to good working and aesthetic condition. It shall be repaired thoroughly so that it also looks and works like new one. All necessary repair maintenance including Hydraulic unit, Engine unit, body work, painting, RTO passing etc shall be in tenderer's scope of work. No extra payment will be given for this work. The operation of vehicles shall be confirming to Operation manual of the vehicle manufacturer. The repairs & maintenance shall be carried out, as per the practice prescribed by manufacturer/instructed by Central Workshop.

Contractor has to clean the site by use of vehicle within AMC area as instructed by concern officer of AMC / related authority and has to collect, unload and final disposed of all the waste, and other dust &/or accumulated material from various locations &/or waste disposal

site of AMC. Contractor has to unload the waste collected in the vehicle in coordination with Zonal SWM department of AMC or as instructed by AMC time to time on daily basis( by concern officer in charge /Other related deptt. of AMC). This work shall be performed timely and efficiently on 24 x 7 basis through out the year as per the AMC requirement during the contract period. Further as and when required, vehicle shall be shifted from one to another location for MSW &/or other operation as per requirement of AMC. They have to use this vehicle as per the instruction of the AMC department over and above in coordination - confirmation with Central Workshop.

It is expected from bidder to shoulder the responsibility of operation and maintenance of equipments against fulfilment of contractual obligation for the period of 5 (Five) years.

Bidder will have to appoint necessary staff to operate and maintain the equipments during contract period. (Minimum 1 trained/skilled driver & Labour per Vehicle). Further if deployed manpower unavailable on vehicle for any reasons bidder should provide immediately alternative arrangement for operation of vehicle.

- Providing 38 Nos. Truck Mounted Garbage Compactor vehicles as per the conditions & requirement given in the tender document and daily operation and maintenance of these Truck Mounted Garbage Compactor vehicles for complete duration of the contract period.
- Procure, provide, and maintain necessary tools, equipment machinery, manpower, fuel and other required items for Truck Mounted Garbage Compactor vehicles.
- Site work through these vehicles shall be done on designated sites as instructed by AMC officials.
- The monitoring of the complete system will be done by AMC. The GPS system shall be integrated with central command centre as / if instructed by AMC.
- The work shall be done at least 8 hours a day by each vehicle. However the actual timing may be reduced or extended by AMC as per the requirement of site conditions and need of work.
- Route & schedule will be given by zonal SWM department/ other related dept.
- Contractor should procure / maintain / keep in stock, necessary tools, equipment, machinery, manpower, fuel, spares etc for the Truck Mounted Garbage Compactor in use. NO extra payment for these shall be made.
- The scope of work shall consist of operation and maintenance of Truck Mounted Garbage Compactor vehicles owned by Ahmedabad Municipal Corporation including supply of all spares and include the following;
  1. Services of driver & labour (one each on vehicle) and other manpower if required for O&M including technical support of service engineer / technical person from successful bidder's office as per requirements and to carry out operation of vehicle and related activities in AMC as per the direction of Ahmedabad Municipal Corporation on a normally 8 Hours shift which may be in day or as per the AMC's requirement.

2. The quoted rate are based on a 8 hours / 12 Hours and 16 Hours operation of the vehicle, which includes
  - a. The time taken for dumping the material to the site,
  - b. Moving the vehicle from one place to another,
  - c. Moving the vehicle from parking place to first location & return to parking place from last location. not included
  - d. Lunch break of operation (not included) - time will be decided & Communicated by Zonal SWM officer/ other incharge of work as per work and route requirement.
  - e. Actual activity on site.

Successful bidder shall make the arrangement of operator accordingly.

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

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

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

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

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

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

The Contactor shall ensure that his personnel report work site every day at designated time and continue working throughout the day. The contractor shall make provision for presence of requisite manpower during national holidays and festivals so that the work is not affected at any site in the Ahmedabad city. The corporation for working on holidays, national holidays, and festivals will make no separate payments. The Contractor should ensure

presence of his workforce at the specified time. The contractor shall not be paid for any overtime charges for working at late hours so as to complete the scope of work and maintain the cleanliness at various locations.

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

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

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

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

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

**(A) Comprehensive Operation:**

- i) As the operation of the vehicle on everyday basis is required, it would be the responsibility of the successful bidder to provide 1 skilled operator having valid driving license known to all operational activities of the vehicle on each vehicle per shift (8) hours or as may be required on all the 365 days of the calendar year. There would not be any services to be rendered on national holidays i.e. 26th January, 15th August & 2nd October. Further each vehicle's operation shall be stalled for 2 days in a month for routine maintenance or as per the work requirements and instructions by Central Workshop dept., AMC.
- ii) Planning of rendering the services shall be based on 8 hours operational shift. However based on SWM / Concern department requirement contractor has to provide vehicle for actual work requirement. Daily route plan will be given by Dy. Director (SWM) of respective Zone / Officer incharge of work.
- iii) During situations such as visits of VIPs successful bidder will be require to render operational service even on National holidays. No extra payment (Other than one which is approved) would be payable to the contractor form rendering operational services on these events which is required to be noted by the successful bidder.
- iv) Successful bidder will have to ensure that each and every vehicle must be covered with their comprehensive insurance per year and that the next year's insurance shall be done before the expiry of the earlier year's insurance. It may be noted that the successful bidder will be paid as per the tendered offer sanctioned only. Necessary documents shall be submitted by contractor.
- v) To maintain the disciplined and efficient services, it would be necessary to appoint at least one supervisor for this tender work better coordination in addition to operators and provide them uniforms, safety gears & mobile facilities.
- vi) As far as parking arrangement of the vehicles are concerned, the parking place shall be made available by AMC, in respective zone by Dy. Director (SWM) of Zone / officer incharge.

- vii) If due to less work &/or for any reason, AMC do not wish to run the vehicle/s for 8/12/16 hrs. shift then contractor will be paid on prorata basis for actual working hours on that day. AMC decision & rate calculation in such event/s will be final & binding to all.
- viii) Shift timing will be calculated (started) from start of vehicle from parking area & end will be when vehicle come back again to parking area which is provided / identified by Zonal Dy. Dir(SWM)/ officer incharge. However; contractor has to ensure fast & efficient movement of vehicle/s in all the case. If AMC finds any inefficiency; can take necessary actions including payment deduction for such time & will be binding to contractor. During normal travel Contractor has to ensure travelling of vehicle on left side of road.
- xi) A successful bidder shall maintain log sheet / Computer Record to enter the information about the day to day works allotted to them by the representative of their concerned Dy. Director (SWM) of the zone / Officer incharge of work.
- xii) For any default of service performance a penalty of amount equivalent or not more than to the O & M cost of the specific vehicle and the length of the default area (at the rate approved by AMC) shall be deducted /charged from the running bills. The details of the events of default and the exact rate of penalties shall be as specified in tender terms.
- xiii) As a disciplinary measure, following penalties would be liveable so that the defaults are not recurred as per the penalty shown in the penalty table.

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

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

- Forfeiture of Security money: - Security amount in full or part may be forfeited in the following cases:-
  - (i) When any terms and conditions of the contract is breached
  - (ii) When tenderer fails to comply the tender terms, scope of work and all necessary work instructions given time to time by AMC ; satisfactorily.

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

**Force Majeure**

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

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

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

#### **Taxes and duties**

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

#### **ELECTRIC SUPPLY**

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

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

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

#### **TOOLS & TACKLES**

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

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

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

#### **CONTRACTOR'S SUPERVISION**

The contractor shall himself supervise the execution of works or shall appoint a competent person to act in his stead. If in the opinion of the Corporation the contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the contractor shall at his own expense employ or his accredited person, having experience in the field of Operation and Maintenance of Truck



Mounted Garbage Compactor Vehicle with/without backhoe equipments deployed for such activities. Orders given to the contractor's person shall be considered to have the same force or if these had been given to the contractor himself. At least one common supervisor for all the vehicles shall be deployed by contractor for better coordination of work.

#### **SAFETY PROVISIONS**

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

#### **MATERIAL AND WORKMANSHIP**

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

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

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

#### **OTHERS**

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

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

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

The contractor shall be responsible for smooth and satisfactory operation and maintenance of the vehicles for 365 days round the year for a period of 5 (Five) Years from the date of start of work.

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

- (1) To operate and maintain the vehicles in accordance with manufacturer's Truck Mounted Garbage Compactor Vehicle guideline. The vehicles attended to, by the contractor including any "Trouble shooting" to ensure smooth and trouble free operation.

- (2) The contractor shall prepare and implement, an effective operation and maintenance programme in consultation with Central workshop Department, AMC. AMC will not provide any skilled or unskilled work force, machinery or equipment other than that specified in the tender document. It is absolute responsibility of contractor to look after all sorts of maintenance whether preventive or breakdown.
- (3) The contractor shall determine operating parameters for work mentioned above in scope of work.
- (4) For the smooth operation of the vehicles all the required equipment, vehicles, units, accessories, consumables including Fuel (Diesel), grease, lubricating oils, cleaning agents, all types of epoxy paint, material required for house keeping and cleaning etc. are to be brought by the contractor. The quality of all consumable and spare as per manufacture recommendation shall be made available at site/workshop all the time and will be verified by Central Workshop department.
- (5) The contractor shall be responsible for keeping up-to-date record of documents including day to day log sheet of all the vehicles. The contractor shall maintain and update logbook / computer record in which details of operational parameters are recorded in every shift and at regular interval or as decided mutually.

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

- (6) The contractor shall be responsible to carry out day-to-day as well as periodic maintenance, necessary to ensure smooth and efficient performance / running of all equipments as per manufacturer's specification and maintaining the record of the same. This will be verified by Central Workshop Department, AMC.
- (7) The contractor shall have to issue identity cards with photographs, uniform to all the staff employed for Operation and maintenance contract work.

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

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

Contractor as per the requirements of AMC, for effective communication shall provide communication system/ equipments including GPS system (if asked by AMC) at his cost, as per the AMC policy. At present AMC has decided to deduct Rs. 572/- (or as per AMC prevailing norms) per month per vehicle for GPS system hardware and software expenditure,

if GPS fixed by AMC. Detailed policy - norms can be availed from AMC. Further if any change in policy will be made effective by AMC, same shall be applicable to contractor, including charges for the same. In the event if AMC ask contractor to provide GPS mechanism & its report system; then contractor has to do so without any extra cost. (if GPS not provided by AMC.)

**IMPORTANT NOTE:**

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

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

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

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

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

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

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

The duration of the contract shall be for 5 years from the date of commencement of O & M work. However AMC reserves the right to terminate the contract at any time by giving 1 months (30 days) notice to the contractor.

At the end of O & M contract period, contractor shall hand over the Truck Mounted Garbage Compactor Vehicles 38 Nos. in satisfactory working conditions acceptable to Municipal Commissioner &/or Central Workshop Department / their authorized representative. Otherwise penalty equivalent to the cost of repairs will be imposed by AMC at the discretion of Municipal Commissioner & shall be binding to the contractor. This will be even recovered from the contractor from any of his dues &/or security deposit with AMC.

**AGREEMENT WITH MANUFACTURER FOR TECHNICAL BACKUP.**

In case the tenderer is not the manufacturer/authorized dealer/agent/distributor/autho. service dealer/ provider as mentioned in the tender, then the tenderer shall have proper tie-up agreement with the manufacturer/authorized dealer/agent/distributor for such vehicles duly registered in India for the entire contract period, clearly stating that the manufacturer/authorized dealer/agent/distributor will supply the spare parts, provide

technical support and services and with backup guarantee of the manufacturer/authorized dealer/agent/distributor to AMC during the entire contract period.

**PAINTING:**

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

The contractor shall not employ guilty person or indisciplined person.

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

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

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

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

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

**CONTRACT PERIOD**

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

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

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

**PERFORMANCE POINT CERTIFICATE TABLE:**

Sr. No	Head	Maximum Score	Score of the Contractor
1	Punctuality in work as per the contract	25	
2	Operation of Vehicles	25	
3	Maintenance of Vehicles	35	
4	Overall efficiency of working	10	
5	Execution of additional work	5	
	Total	100	

The above score will be calculated at the end of each year. The performance shall be reviewed and reported by Central Workshop Department (for Sr.no.4 and 5) and Zonal SWM Department (Sr.no.1 & 2) of AMC (based on service requirement certification method can be changed by AMC - even can be judged based on monthly penalty statement) and at the end of the year it will be reviewed (even from monthly penalty statement it will be concluded). If the average monthly score is above 75 (or penalty recommended found less than 25%) the Contract will get automatically renewed.

**CONTRACT PRICE**

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

Rates quoted by tenderer shall be inclusive of GST and other terminal tax etc. as may be applicable and will be fixed for entire contract period. Only fuel price variation/change will be applicable as per the condition and formula given in the tender document. Change in taxes, duties, statutory levies etc. of Govt. Dept. will be applicable at actual.

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

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

**WORKFORCE**

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

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

The contractor shall appoint one supervisor to ensure that services are rendered effectively. He must be available on site/at office during the working hours. At least one common supervisor for the vehicles under contract shall be deployed by contractor for better coordination of work in the field.

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

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

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

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

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

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

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

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

The staff/drivers deputed by the contractor during the course of contract must behave decently with the corporation's officer and staff. The Contractor shall withdraw such person who is found to be indisciplined, misbehaving, under or the influence of any intoxicant or whose services are considered detrimental to the corporation's Interest. On giving intimation to do so by the Municipal Commissioner or his authorized representative. The corporation will serve a Notice to the contractor if he fails to comply. Failure to replace the personnel after issuance of notice by the corporation will be considered to be sufficient ground for termination of the contract. It will not be binding on the corporation to justify the reasons to the Contractor for advising such withdrawal of staff.

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

### **WORKING HOURS**

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

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

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

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

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

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

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

Materials used for Hydraulic units should be of standard make & as per instruction / specifications of central workshop of AMC.

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

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

### **PENALTY:**

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

- All minor repairing & preventive maintenance shall be carried out within 24 Hrs. otherwise penalty will be imposed as per penalty shown in penalty table below, which will be deducted from the monthly bill of the contractor. Preventive maintenance schedule shall be prepared in coordination with central workshop department.
- All major repairing shall be carried out within 7 days (however shall be confirmed by Engineer of Central Workshop, AMC ) otherwise penalty will be imposed as per

penalty shown in penalty table, which will be deducted from the monthly bill of the contractor.

Sr.	Type of default	Penalty to be imposed
1	If contractor fails to load-Unload MSW &/Or other waste &/or carry out carry out the work etc. as per the scope of work	Rs. 1000/- for each such event.
2	In case the contractor fails to paint the Vehicles at every twelve months (if original color found damaged)	Rs.100/- per Vehicles per day till the same are painted.
3	The Garbage Compactor Vehicles shall be exclusively used for AMC work only. Any deviation from this shall attract penalty. (in absence of AMC instruction)	Rs. 1000/- for first such incidence and then after Rs. 5000/- for such incidence.
4	If any of the contractor's staff at the work is found to be working without the prescribed safety gear, uniform etc.	Rs. 10/- per person for that shift.
5	If contractor fails to provide the driver cum operator as per the requirement of AMC	Rs. 500/- per person for that shift.
6	If the Supervisor/Manager is not found on the work (either at any site or at their control office) during the prescribed working hours	Rs. 500/- per such incidence
7	If the Vehicles bodywork is found damaged and not repaired	Rs. 100/- per day till it is repaired
8	If the minor and major repairing work is not carried out as per the schedule given in tender	RS. 500/- per Vehicles per day till the work completed.
9	If the labour is not found on the work during the prescribed working hours on Vehicles/s	Rs. 200/- per such event.
10	Non use of mobile by any of Supervisor/Manager &/Or Operator.	Rs. 50/- for each of such event.
11	Not keeping valid driving license while Vehicles is working conditions.	Rs. 400/- for each such event.

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

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

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

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

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



Contractor shall submit his monthly bill in the 1st week of every month to the Central Workshop deptt. From time to time along with duly certified work certificates as by respective department and work done certificate as per the format given by AMC, from zonal Dy. Director (SWM).

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

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

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

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

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

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

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

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

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

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

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

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

### **INDEMNIFICATION**

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

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

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

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

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

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

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

The Contractor shall be responsible for all risks to the work and shall make good at his own cost, all loss or damage, whether to the works themselves or to any other Municipal

property, or third party or to the lives, persons, or property of others, from whatsoever cause, arising out of, or in connection with the works, either during their progress or during the defects liability period, and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the Commissioner or the Corporation shall be called upon to make good any such costs, loss or damages, or to pay compensation (including that payable under the provisions of Workmen's Compensation Act) to any person or persons sustaining damage as aforesaid by reason of any act or of any negligence or omissions on the part of the Contractor, the amount which the Commissioner may pay in respect thereof and the amount of any costs or charges (including law costs and charges) in connection with legal proceedings which he may incur in reference thereto, shall be charged to the Contractor. The Commissioner shall have full power and right at his own discretion to pay or to defend or compromise any claim which may be made against the Corporation for damage or in case of threatened legal proceedings, or in anticipation of legal proceedings being instituted, consequent on the action or default of the Contractor, to take such steps as he may consider necessary or desirable to ward off or mitigate the effect of such proceedings charging to the Contractor, as aforesaid, any sum or sums of money which he may pay and any expenses, whether for reinstatement or otherwise which he may incur and the propriety of any payment, defense or compromise, or of the incurrence of any such expense shall not be called in question by the Contractor and will be recovered from the contractor.

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

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

### **INSPECTION**

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

### **FORCE MAJEURE**

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

ii) For purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or

contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

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

Following shall be the events and circumstances of Force Majeure:

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

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

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

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

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

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

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

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

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

The Commissioner shall on such cancellation have powers to;

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

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

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

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

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

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

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

#### **TERMINATION OF CONTRACT**

The Contract shall stand terminated at the end of the Contract period unless extended by the corporation in writing. However AMC reserves the right to

terminate the contract at any time by giving 1 month (30 days) notice to the contractor.

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

- The vehicles shall be operated & maintained by the successful contractor with his personnel for a period of three years from the date of initial execution of the work, SEVEN days a week for one shift and if required for two or three shifts. The tenderer has to quote for one shift of 8 hour, 12 hours and two shifts (i.e. 16 hours) per day as per price format. It may require operating the vehicle in two or occasionally in three shifts. If vehicle/s is/are operated for third shift (night shift) shift, additional payment will be done at the rate of two shifts plus one shift of 8 hours quoted by party &/Or sanctioned by AMC. The contractor shall employ required supervisor, mechanics, technicians, one driver cum operator, and skilled / unskilled labour per vehicle. The contractor shall arrange for fuel, lubricant, tools, spares and all consumables and all other related materials & expenditures for smooth and uninterrupted working of vehicle during the period of contract.
- The contractor shall have to maintain computer records / logbooks & shift register, present register of the staff / has to show certificate for work done. Contractor has to get work done certificate from the concerned deptt./ officers of AMC where/ under whom vehicle/s put in use in the vehicle Log diary / certificate & copy of same must be enclosed along with monthly bill submitted to Central Workshop/concerned deptt ; (as per AMC instruction) AMC for payment procedure.
- For operating contract payment will be made only for those shifts for which work has been carried out by contractor on the basis of rate quoted & sanctioned in tender.
- For comprehensive maintenance contract penalty will be imposed on the contractor for delay work & off road period of the vehicle if it is delayed beyond reasonable time as mentioned below;
- All minor repairing & preventive maintenance work shall be carried out within 24 Hrs. otherwise penalty will be imposed & will be deducted from the monthly bill of the contractor for the days for which vehicle remain out of order as mentioned in penalty table.
- All major repairing shall be carried out within 7 days otherwise penalty will be imposed will be deducted from the monthly bill of the contractor for the days for which vehicle remain out of order as mentioned in penalty table.
- Minor work Includes: Routine service, Hose replacement, electrical work, external leakages (oil/water/diesel), mechanical / hydraulic settings, radiator work, general bodywork, clutch repairing, gear /transmission repairing minor work, filter repair / replacement, electrical work etc. These shall be carried out at site or at AMC's parking place or as the case may be and allowed by AMC.  
  
Major work Includes: Structural damages, Engine o/h related, Gearbox / clutch related major work , major hydraulic repairing like cylinder damage, major body work / chassis (structure) repairing work, turbo charge unit & / or mechanical unit work for Truck Mounted Garbage Compactor Vehicle etc.
- If contractor fails to provide the driver cum operator as per the requirement of AMC penalty will be imposed as mentioned in the penalty table & which will be deducted from the monthly bill of the contractor. Further in such circumstances AMC is at liberty to use the vehicle with alternate arrangement & if any damages occur to the vehicle, same also must be set right by the contractor for which no extra payment /

claim will be reimbursed to the contractor by AMC and this shall be binding on the contractor.

- The contractor shall be required to take comprehensive insurance for all the vehicles during the contract period. It will be the responsibility of the successful tenderer to have insurance coverage of their operating staff also. They are requested to note that there will not be any reimbursement in this regard by AMC. As regards any mishap / accident happened on the road or at site, the successful tenderer will have to shoulder the complete responsibility of the same, right from registration of Police complaint, lodging / follow up of the insurance claim and facing the court trials etc. It shall be the responsibility of successful tenderer to set right the vehicle without raising any extra bills / claim against the same to AMC. However, they shall be liable to receive all the payments received by AMC (if issued to AMC by insurance company) against the settlement of insurance claims from the Insurance Institutions as per rules / they can get reimbursement directly from the insurance company. AMC authorities shall give the full cooperation to the successful tenderer by signing the requisite documents necessary for raising the insurance claim up to settlement of the same.
- The work force provided by the contractor shall have to be properly dressed in uniform and shoes, safety gears for work requirement all the time. Each person provided by the contractor shall have to display the Identity Card on the uniform, with photo.
- Contractor has to arrange for all drivers, Mechanics, labour, etc. & incur their salaries, wages, fees etc. as per the prevailing rules and regulations & all liabilities and responsibilities also lies with him.
- The Contractor shall ensure that his personnel report to works everyday at designated time and continue working throughout the day. The Contractor shall make provision for presence of requisite manpower during national holidays and festivals etc. as per AMC requirement. The corporation for working on holidays, national holidays and festivals will make no separate payments. The Contractor shall ensure presence of his workforce at the specified time and place.
- The Contractor will be solely responsible for any consequences under laws, arising out of any accident caused by his vehicles, equipments &/or his employees to the property or personnel of the corporation &/or third party under this contract.
- The corporation shall not be responsible for any claim / compensation that may arise due to damages / injury / death pilferage to the Contractor's vehicles, equipments, property, staff and any third party or the property, under any circumstances while providing services under the Contract.
- Force Majeure shall mean such an Event or Circumstance or combination of Events and Circumstances which are beyond the reasonable control of the Affected Party and which the affected party could not have prevented by Good Industry Practice or by the exercise of reasonable skills and care for the purpose of discharging its obligations under the Contract. The Force Majeure will tend to have material adverse effect on the performance of such affected party.
- The Contract shall stand terminated at the end of the Contract period unless extended by the corporation in writing. In case if A.M.C. found continuous shortcomings in the services of the contractor, which will be treated as "Deficiency of Service" and AMC in such event can terminate the Contract with prior notice of 30 days.



- The contractor shall obtain all necessary approvals, permits and licenses to operate the said service. The corporation shall in no way be responsible for the loss occurring to the contractor on this count.
- The commissioner reserves the right to impose additional financial penalty not exceeding 10% of the monthly bill in a month in case the work is not found up to the mark, during the routine inspection carried out by the corporation's staff ( if required, in case of continuous lapses). The decision on amount of penalty within the above limit is at sole discretion of the Municipal Commissioner and shall be binding on the contractor. This penalty will be over and above the routine penalties as mentioned earlier for non-performance as per the conditions.
- The Contractor shall indemnify the corporation and its employees against any penalties as PRINCIPAL EMPLOYEE, for any failure of the Contractor to honor various State Laws / Enactments / Contract Labour (R&A) Act 1970 (C) / Minimum wages Act / Bonus Act / EPF & MP Act etc. and any other law prevailing during the entire contract period.
- The successful Contractor shall have to submit performance security deposit which shall be 5% of the one year O & M contract work amount based on daily 8 hrs working shift approved rate as a contract performance security. This guarantee (BG) shall be renewed timely (every yearly) till expiry of contract. This will be released only after successful completion of the entire contract period and hand over of the vehicles in satisfactory working conditions to the Central Workshop, AMC and if there is no due to be recovered from the contractor for any reason. Further successful tenderer has to enter in to an Agreement with Ahmedabad Municipal Corporation as per rules within 15 days from the date of order.
- The operation & maintenance contract rate quoted by tenderer will be fixed for entire 5 years contract period. Only diesel price variation during the contract period will be considered for which tenderer must have to clearly specify the % loading towards diesel part in the operation contract without fail , which will be considered for diesel price variation. Fuel cost increase or decrease will be allowed every quarterly & rate applicable in the first week of new quarter will be taken in to consideration. Base rate will be the rate applicable on the date of commencement of work. The formula for determining the increase or decrease in the rate from the base rate will be as under;

$$\text{Change in diesel part (E) Rs} = A \times B \left\{ \frac{C}{D} - 1 \right\}$$

New Rate of operation contract for quarter = A ± E

Where;

A = current rate of operation contract

B = % age loading of diesel part in operation contract

C = Rate of diesel in this quarter

D = Rate of diesel in previous quarter

E = Change in diesel part

**New rate will be sum of Maintenance contract rate and new rate of op. contract for the quarter.**

- During the contract period, necessary infrastructure like parking / repairing plot/area,

water, drainage, electricity will be provided by AMC. However if any temporary storage / repairing facility required to be created, same will be carried out by contractor at their own cost with prior approval of concerned AMC authority. At the end of / as per the direction of AMC even during the contract period, contractor has to vacate the place allotted to them & remove the facilities if any created by them without any delay.

- The Contractor has to arrange for O & M of vehicles outside of Ahmedabad city as and when required by AMC.
- Mobile phone and other communication equipments shall have to be provided for each vehicle and to the supervisors for effective communication. Contractor has to arrange for 24 hrs. Complain register phone No. For effective communication.
- At the end of O & M contract period, tenderer has to hand over the vehicles in satisfactory working conditions acceptable to Municipal Commissioner &/or his authorized representative/s of Central workshop deptt. Otherwise penalty will be imposed by AMC at the discretion of Municipal Commissioner & shall be binding to the contractor.
- All financial arrangement for this work shall be arranged by the Contractor. AMC shall not be responsible for the financial constraints of the contractor.
- Contractor shall provide labor, semi skilled and skilled staff for operating the project during the period of contract. The salary of staff and all other expenses shall be borne by the contractor.
- Contractor shall have to depute sufficient staff for monitoring / reporting of various activities related to contract.
- The Contractor shall be responsible for any damage occurring to the corporation's property and general public, incase the cause is attributed to the cleaners/supervisors. The contractor shall have to get the same rectified at his own cost and risk, or otherwise, the corporation at the risk and cost of the contractor shall attend the same to.
- The Contractor shall ensure, at all times that his supervisors/cleaners do not misbehave with the corporation's staff or general public while on duty. The personnel found misbehaving shall be immediately removed from the work at the risk of the contractor.
- The corporation shall not be responsible for any injury/death to the any staff of contractor including drivers, supervisors, cleaners etc deployed by them. It is the responsibility of the contractor to ensure that his personnel follow the safety regulations strictly, which is in force from time to time.
- The Contractor shall obtain all necessary approvals, permits and licenses to operate the said service. The corporation shall in no way be responsible for the loss occurring to the contractor on this count.
- Contractor shall take all necessary insurances for the said work and workforce. Insurance for Third Party Liability arising out of Contractor's vehicle, equipment, cleaning agents or workforce shall also be taken from the first day of operation. Corporation shall not be responsible for any losses occurring to the Contractor or third party on this count.
- The commissioner reserves the right to impose financial penalty not exceeding 10% of the monthly bill over and above the penalty mentioned for various defaults in

penalty clause in a month in case the work is not found up to the mark during the routine inspection carried out by the Municipal Commissioner or corporation's staff. The decision on amount of penalty within the above limit is sole discretion of the commissioner and shall be binding on the contractor.

- The Contractor shall maintain a First Aid Kit and other necessary medicines including bandages, antiseptic creams/liquid, anti burn cream/powder as required to attend to any emergency situations.
- The Contractor shall indemnify the corporation and its employees against any penalties as PRINCIPAL EMPLOYEE, for any failure of the Contractor to honor various State Laws / Enactments / Contract Labor (R&A) Act 1970 (C) / Minimum wages Act / Bonus Act / EPF & MP Act / any laws affecting such services etc.
- The tenderer shall note that MUNICIPAL COMMISSIONER OF AHMEDABAD shall not be responsible for any mishap or accident to workmen of the contractor or MUNICIPAL CORPORATION OF AHMEDABAD's employee working at site, while performing these jobs and no compensation shall be payable by MUNICIPAL CORPORATION OF AHMEDABAD. In case of mishap or accident, the amount of compensation decided by the concerned authorities will be kept in deposit from contractor's bills/ will be paid by contractor. The successful tenderer shall take all the precautions to avoid any damages to municipal property while working. If any damage is noticed, the charges for setting right the same will be recovered from their bills.

**RISK AND COST:**

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

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

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

**Tenderer's Sign**  
**With seal**

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

## Ahmedabad Municipal Corporation

### INFRASTRUCTURE & UTILITIES

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

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

Contractor 's Sign  
With seal

Joint Director (Mechanical)  
Central Workshop.  
Ahmedabad Municipal Corporation

# Ahmedabad Municipal Corporation

## APPENDIX-2

### QUALIFICATION/ELIGIBILITY CRITERIA

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

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

**B. Registration**

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

- i). PF registration.
- ii). Licence issued by Labour commissioner.

**C.** Service provider of such type of Truck Mounted Garbage Compactor vehicles &/or hydraulic vehicles (Above 16 MT GVW Capacity) on Vehicle chassis can take part in the tender for which necessary documentary proof should be enclosed with tender. Necessary documentary proof shall be attached with the tender.

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

**E. Financial Criteria:**

- a. The Tenderer/s should have minimum Average contractual work (service providing) Annual turnover of last three financial years 2021-2022, 2022-2023 & 2023-2024, shall be atleast 30% of the work estimated cost of the tender which is Rs. 760 Lakh i.e. It must be atleast Rs. 228 Lakh (Two Crore Twenty Eight lakh only).
- b. The Tenderer should have a Bank solvency certificate from a Nationalized Bank / Scheduled Bank / banks as per AMC circular of an amount not less than 20 % of the estimated cost of the tender which is Rs.760 Lakh i.e. it must be atleast 152.00 Lakh. (One Crore Fifty Two Lakh Only) Bank Solvency shall not be older than one year period.

**F. Work Experience Criteria As service Provider**

The tenderer should be the service provider of Truck Mounted Garbage Compactor vehicles &/or hydraulic vehicles (Above 16 MT GVW vehicle chassis Capacity) of any type either on rental basis by providing their own vehicles &/or under O & M contract basis work by using department / authority's vehicles & / or under integrated waste management work by using such vehicles. Tenderer must be having at least Two years of continuous experience for above referred work. Necessary documentary proof shall be attached with the tender. A detail showing all works of similar types and magnitude or other as mentioned above) carried out and on hand with the tenderer along with certificate of satisfactory performance from the institution to whom the Tenderer has provided services should be also mentioned.

Tenderer must have executed below mentioned work in last 7 years as service provider of Truck Mounted Garbage Compactor vehicle & /or hydraulic vehicles (Above 16 MT GVW vehicle chassis Capacity) of any type either on rental basis by providing

their own vehicles &/or under O & M contract basis work by using department / authority's vehicles & / or under integrated waste management work by using such vehicles.:

He must be having the Experience of successfully completed similar work/s for at least two full (Continuous) years during last 7 years ending 31-01-2025; it should be either of the following :

- a. Three similar works which should not be less than 40% of work quantum & value (i.e. not less than 15 units Rs.304 Lakh) of the estimated work of this tender
- or**
- b. Two similar works which should not be less than 50% of work quantum & value (i.e. not less than 19 unit Rs. 380 Lakh) of the estimated work of this tender
- or**
- c. One similar work which should not be less than 80% of work quantum & value (i.e. not less than 30 unit Rs. 608 Lakh) of the estimated work of this tender

**Similar work means** providing services as service provider of Truck Mounted Garbage Compactor vehicle &/or hydraulic vehicles (Above 16 MT GVW vehicle chassis Capacity) of any type either on rental basis by providing their own vehicles &/or under O & M contract basis work by using department / authority's vehicles & / or under integrated waste management work by using such vehicles for Municipal Solid Waste Management related work in any Central govt. organization/ State govt. organization /AMC /Municipal Corporations or any other Agency of Government of India or any of the State Governments / ULBs / Govt / Institute / Municipal Authority etc.

- G. The tenderer shall furnish a satisfactory performance certificate for service providing work from the past/ current customers for at least One work with details & it's working together with self-attested copies of order/s received from those client/s.
- H. All related duly self attested documents like work order, performance certificates, RTO Registration Book etc. shall be submitted with the tender. The tenderer shall furnish satisfactory performance certificate for the work executed by him. Necessary documentary proof shall be attached with the tender.
- I. The tenderer shall furnish the list of Municipal corporations /ULBs /Institutions etc. with Address & Tel. no. to whom Services have been rendered during the preceding seven years along with numbers of equipments/vehicles.

#### **Special Notes**

- J. Disqualification

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

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

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

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

Note: The experience as sub contractor shall not be considered

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

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

# Ahmedabad Municipal Corporation

## APPENDIX 3

### Details of Tenderer

1.
  - (a) Name of Tenderer
  - (b) Address of the office(s)
  - (c) Date of incorporation and/or commencement of business
2. Brief description of the Tenderer's main lines of business.
3. Details of individual(s) who will serve as the point of contact / communication for AMC with the Tenderer:
  - (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 Tenderer
  - (a) Name:
  - (b) Designation:
  - (c) Company/Firm:
  - (d) Address:
  - (e) Telephone number:
  - (f) E-mail address:
  - (g) Fax number:
  - (h) Mobile number:



#### APPENDIX 4

**Financial Quotation for the Tender for Comprehensive Operation and Maintenance Contract for 5 (Five) Years of Existing Truck Mounted Garbage Compactor Vehicles of AMC as per AMC Tender Scope of Work & Conditions.**

**(Compulsory online)**

The Municipal Commissioner  
Ahmedabad Municipal Corporation.  
Mahanagar Seva Sadan.  
Danapith.  
Ahmedabad-380001

Sub: Financial Quote for Tender for Comprehensive Operation and Maintenance Contract for 5 (Five) Years of Existing Truck Mounted Garbage Compactor Vehicles of AMC as per AMC Tender Scope of Work & Conditions.

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 Comprehensive O & M contract work of following equipment for your evaluation. The price quoted includes packing, forwarding charges, insurance, all taxes and duties etc. at Ahmedabad, Gujarat at site specified by AMC and will be as per tender terms & scope of work of the tender Document. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Quotation we hereby represent and confirm that our Quotation is unconditional in all respects and we agree to the terms of this Tender Document.

#### SCHEDULE OF PRICE

**A. Comprehensive Operation and Maintenance Contract for 5 (Five) Years of Existing Truck Mounted Garbage Compactor Vehicles of AMC as per AMC Tender Scope of Work & Conditions.**

Sr. No	Particulars	Quantity	Rate per shift of 8 Hrs. working per Vehicle per day Rs	Rate per shift of 12 Hrs. working per Vehicle per day Rs	Rate per shift of 16 Hrs. working per Vehicle per day Rs.
1	Comprehensive Operation Contract for 5 (Five) Years of Truck Mounted Garbage Compactor Vehicles of AMC As per scope of work and conditions mentioned in the tender.	38 Nos.			
2	Comprehensive Maintenance Contract for 5 (Five) Years of Truck Mounted Garbage Compactor Vehicles of AMC				

	As per scope of work and conditions mentioned in the tender				
3	Sub Total Rs.				
4	GST				
5	Total				

**B**

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

**\* TENDERER HAS TO QUOTE AS PER ON LINE FORMAT ONLY.**

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

*Please provide information on applicable fields.*

Yours faithfully,

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

*Duly signed by the Authorized Signatory of the tenderer*

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

**Note:-** Tender Evaluation for Lowest Bidder:

The decision of lowest rate will be on the basis of rates quoted for repairing as well as for O & M of different shifts and will be calculated as under;

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

Where;

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

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

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

The tenderer whose Rate of tenderer Found lowest based on above formula will be treated as Lowest bidder.

\* \* \* \* \*

### **Annexure – 1**

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

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

Date:-

Place:-

Name of Tenderer:-

Sign / Stamp

## Annexure - 2

### General Information:

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

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

### **Annexure -3**

Audited financial statements :

Attach true copy

- Bidder shall furnish Turnover certificate for financial year 2021-2022, 2022-2023 and 2023-2024 separate CA certificate for Contractual work shall be submitted.

#### Annexure-4

##### History of litigation :

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

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

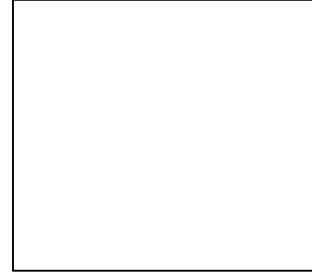
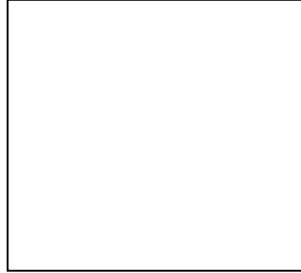
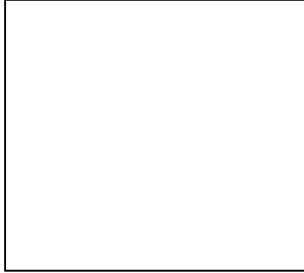
**Note:** If the information to be furnished in this schedule is not given and come to the knowledge of AMC subsequently and found against tender terms it will result in disqualification of the bidder.

Also submit latest status along with documentary evidences.

**Annexure - 5**

**Undertaking**

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



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

Signature with seal of the company

**Annexure - 6**

**DECLARATION OF THE TENDERER :**

**Name of Work :**

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

**Signature of Applicant**



**Annexure –7**

**AFFIDAVIT \* Rs. 300 Stamp :**

**DECLARATION OF THE CONTRACTOR :**

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

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

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

Title of the office  
\_\_\_\_\_

\_\_\_\_\_  
Name of the firm

\_\_\_\_\_  
Date

Note: The affidavit format as indicated above to be furnished on non-judicial stamp Paper of Rs.300 and duly notarized.

## Annexure –8

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

B.G. No.

Dated:

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

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

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

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

Signed and Delivered by ..... Bank

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

(Signature of the Authorised Signatory)

(Official Seal)



## અમદાવાદ મ્યુનિસિપલ કોર્પોરેશન

નાણાંખાતું,

બી-બ્લોક, પહેલો માળ, સરદાર પટેલ ભવન, દાણાપીઠ, અમદાવાદ.

Email: amcnps@ahmedabadcity.gov.in



આઝાદી કા  
અમૃત મહોત્સવ

નાણાં ખાતું

સરકયુલર નં:- ૧૦

તા:- ૦૫/૦૮/૨૦૨૪

### બેંક ગેરંટી સરકયુલર

સંદર્ભ :- નાણાં ખાતાના સરકયુલર નં. ૪૮ તા.૨૮/૦૧/૨૦૧૨, ૫૮ તા.૧૬/૦૩/૨૦૧૨, ૧૪ તા.૦૪/૦૬/૨૦૧૩, ૦૩ તા.૧૩/૦૫/૨૦૧૪, ૨૧ તા.૨૮/૦૫/૨૦૧૫, ૫૬ તા.૧૮/૦૮/૨૦૧૬, ૧૮ તા.૨૩/૦૫/૨૦૧૭, ૧૮ તા.૨૮/૦૫/૨૦૧૮, ૧૨ તા.૨૨/૦૭/૨૦૧૯, ૨૬ તા. ૨૫/૧૧/૨૦૧૯, ૨૧ તા.૧૮/૦૬/૨૦૨૦, ૪૦ તા.૦૫/૧૧/૨૦૨૦, ૧૨ તા. ૧૪/૦૬/૨૦૨૧ તથા ૨૩ તા.૨૦/૦૮/૨૦૨૧ તથા ૪૧ તા.૦૮/૦૨/૨૦૨૨, તા.૨૮/૦૪/૨૦૨૩

આથી તમામ ખાતાના વડા અધિકારીશ્રીઓ/એકાઉન્ટશ્રી તથા બિલકલાર્કશ્રીને જણાવવામાં આવે છે કે, સિક્યુરિટી ડીપોઝીટ તેમજ અર્નેસ્ટમની ડીપોઝીટ સ્વીકારવા બાબતે રાજ્ય સરકારશ્રી દ્વારા મંજૂર થયેલ બેંકોની યાદીમાં નાણાં વિભાગના જી.આર. નં. FD/MSM/e-file /4 /2023/ 4020/D.M.O. Date: 11/03/2024 મુજબ સુધારો કરી નવી યાદી બહાર પાડવામાં આવેલ છે.

રાજ્ય સરકારશ્રીના નાણાં વિભાગના જી.આર. નં. FD/MSM/e-file /4 /2023/ 4020 / D.M.O. Date: 11/03/2024 દ્વારા સિક્યુરિટી ડીપોઝીટ તેમજ અર્નેસ્ટમની ડીપોઝીટ માટે મંજૂર થયેલ બેંકોની યાદી અંગે ડે.મ્યુનિ.કમિશનરશ્રી(નાણાં)ની મળેલ મંજૂરી ઠ.નં.૬૯ તા.૦૩/૦૮/૨૪ મુજબના સદરહુ પરિપત્ર પ્રસિધ્ધ થયા તારીખ બાદથી તા.૩૧/૦૩/૨૦૨૫ સુધી અથવા રાજ્ય સરકારશ્રી દ્વારા આ બાબતે અન્ય જી.આર પ્રસિદ્ધ કરવામાં આવે ત્યાં સુધી એનેક્ષર-૧ માં જણાવેલ બેંકોની બેંકગેરંટી સીક્યુરિટી ડીપોઝીટ તથા ઇ.એમ.ડી. સ્વરૂપમાં સ્વીકારવામાં આવશે.

અમદાવાદ મ્યુનિસિપલ કોર્પોરેશનના તમામ ખાતાઓ દ્વારા મેળવવામાં / સ્વીકારવામાં આવતી બેંક ગેરંટીની ઓથેન્ટીસીટીની અધિકૃત ચકાસણી કરીને / કરાવીને જરૂરિયાત મુજબના કન્ટ્રોલ પ્રોસીજર સેટઅપ કરવાના રહેશે. તેમજ સરકારશ્રીના જી.આર અન્વયે ડે. મ્યુનિસિપલ કમિશનરશ્રી (ફાયનાન્સ) ની મળેલ મંજૂરી મુજબ માત્ર અમદાવાદ શહેરની તથા અમદાવાદ સિવાયના અન્ય શહેરની હોય અને તે બેંક ગેરંટી અમદાવાદ સ્થિત સંબંધિત બેંકની શાખા દ્વારા અધિકૃત કરાયેલ હોય.

તો નીચે જણાવેલ બેંકોની શાખાઓની બેંક ગેરંટી સ્વીકારવામાં આવશે. નાણાંખાતા દ્વારા ઉપરોક્ત સંદર્ભમાં જણાવેલ પરિપત્રોની અન્ય તમામ શરતો યથાવત રહેશે.

### **ANNEXURE – I**

**A. Guarantees issued by following banks will be accepted as SD/EMD on permanent basis.**

❖ **All nationalized Banks**

**B. Guarantees issued by following banks will be accepted as SD/EMD for the period up to March- 31, 2025. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.**

#### **1. Commercial Banks :-**

1. A U Small Finance Bank
2. Axis Bank
3. Bandhan Bank
4. City Union Bank
5. CSB Bank
6. DBS Bank India Limited
7. DCB Bank
8. Equitas Small Finance Bank
9. Federal Bank
10. HDFC Bank
11. HSBC Bank
12. ICICI Bank
13. IDBI Bank
14. IDFC First Bank
15. IndusInd Bank
16. Jana Small Finance Bank
17. Karnataka Bank
18. Karur Vysya Bank
19. Kotak Mahindra Bank



20. South Indian Bank
21. Tamilnadu Mercantile Bank
22. Utkarsh Small Finance Bank

**2. Co-operative and Rural Banks Of Gujarat :-**

1. The Ahmedabad Mercantile Co-operative Bank Limited
2. Kalupur Commerical Co-operative Bank Limited
3. Nutan nagrik Sahakari Bank Limited
4. Rajkot Nagarik Sahakari Bank Limited
5. Saraswat Co-operative Bank
6. SVC Co-operative Bank
7. The Cosmos co-opretive Bank
8. Baroda Gujarat Gramin Bank
9. Saurashtra Gramin Bank
10. The Gujarat State Co-Operative Bank
11. The Mehsana Urban Co-operative Bank Limited
12. The Surat District Co-operative Bank
13. The Surat Peoples Co-operative Bank

ચીફ એકાઉન્ટન્ટ