

GOVERNMENT OF JAMMU AND KASHMIR



**JAMMU MUNICIPAL CORPORATION
TOWN HALL, JAMMU**

REQUEST FOR PROPOSAL

FOR

**OPERATION & COMPREHENSIVE
MAINTENANCE**

OF

04 NO.S

**SELF-PROPELLED MECHANIZED ROAD SWEEPING
MACHINES OF JAMMU MUNICIPAL CORPORATION**

EACH HAVING MINIMUM 06 CUM CAPACITY

for

**A PERIOD OF 03 YEARS &
EXTENDABLE BY 02 YEARS**

DISCLAIMER

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This e-NIT includes statements, which reflect various assumptions and assessments arrived at by the Jammu Municipal Corporation in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This document may not be appropriate for all persons, and it is not possible for the Jammu Municipal Corporation, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this document. The assumptions, assessments, statements and information contained in this document may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this document and obtain independent advice from appropriate sources.

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The Jammu Municipal Corporation, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the document and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way with pre-qualification of Applicants for participation in the Bidding Process. The Jammu Municipal Corporation also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any applicant upon the statements contained in this document.

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The issue of this document does not imply that the Jammu Municipal

Corporation is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the contract and the Jammu Municipal Corporation reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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

Government of Jammu and Kashmir



JAMMU MUNICIPAL CORPORATION
TOWN HALL, JAMMU

E MAIL ID: xenmechjmc@gmail.com

NOTICE INVITING ONLINE BIDS

e-NIT No. 15/JMC/Mech of 2026-27 Dated: 08.06.2026

Name of the work:- Comprehensive Operation & Maintenance of 04 no. self-propelled / Mechanical Suction with conveyor system Mechanized Road sweeping Machine FOR Road Surface Cleaning for a period of 03 years & extendable by 02 years.

CRITICAL DATES

1	Download/Sale Date Starts On	08.06.2026 at 16:00 Hrs
2	Download/Sale Date Ends On	22.06.2026 At 17.00 Hrs
3	Pre Bid Meeting	11.06.2026 At 14.00 Hrs. At office of the Executive Engineer (Mech), IInd floor main building, Jammu Municipal Corporation, Town hall, Jammu
4	Date of Submission of E-Tender Starts On	08.06.2026
5	Date of Submission of E-Tender Ends On	22.06.2026 At 17.00 Hrs
6	Date of Opening of Tender Online	23.06.2026 At 14.00 Hrs

Sd/-
Executive Engineer (Mech.)
Jammu Municipal Corporation

JAMMU MUNICIPAL CORPORATION

TOWN HALL, JAMMU

E MAIL ID: xenmechjmc@gmail.com

NOTICE INVITING ONLINE BIDS

e-NIT No. 15/JMC/Mech of 2026-27 Dated: 08.06.2026

For and on behalf of the Commissioner, Jammu Municipal Corporation, Executive Engineer Mech, Jammu Municipal Corporation invites online bids on item wise rate basis in Double Bid System for the work detailed below from eligible Manufacturers/authorized dealers as per e-NIT document.

S. No.	Name of work	Advertised Amount (In Crores)	Cost of tender document	Earnest Money Deposit	Time of completion	Major Head
1	Comprehensive Operation & Maintenance of 04 no. self-propelled / Mechanical Suction with conveyor system Mechanized Road sweeping Machine FOR Road Surface Cleaning for a period of 03 years & extendable by 02 years.	11.52	5000/-	2% of the Adv. cost	3 Years	G.I.A

1. The e-NIT consisting of qualifying information, eligibility criteria, specifications, terms & conditions, Bill of Quantities can be seen/downloaded from the J&K Govt. website www.jktenders.gov.in and departmental website www.jmcjammu.org
2. The Bids shall be deposited in electronic format on the J&K Govt. website www.jktenders.gov.in.
3. The complete bidding process will be online.
4. The Technical bids shall be opened online in the Office of **Joint Commissioner (Works), Jammu Municipal Corporation, 3rd -Floor**, Town Hall Jammu. If on account of any holiday office happens to be closed on the date of opening of the bids, bids will be opened on the next working day at the same time and venue.
5. The Financial bids of qualifying participants / tenderers shall be opened online in the Office of **Joint Commissioner (Works), Jammu Municipal Corporation, 3rd -Floor**, Town Hall Jammu.
Online Technical Bids must be accompanied with scanned cost of Tender
6. The bids for the work shall remain valid for a period of **180** days from the date

of opening of financial bids.

7. **Instruction to bidders regarding e-tendering process:**

- a) Bidders are advised to download bid submission manual from the "Downloads" option as well as from "Bidders Manual Kit" on website www.jktenders.gov.in to acquaint with bid submission process.
- b) To participate in bidding process, bidders have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000. Bidders can get digital certificate from any approved vendors.
- c) The bidders have to submit their bids online in electronic format with Digital Signature. No Financial bid will be accepted in physical form.
- d) **Following list of documents shall form the Technical Bid (Cover-I). Scanned copies of the following necessary documents shall be uploaded :**
 - (i) Cost of bidding document in shape of e-challan/ single window challan of Jammu Municipal Corporation pledged to FA/ Chief Account Officer, JMC / tender fee receipt through online payment through the JMC link <http://www.jmcjammu.org/online-payment.html>
 - ii) Proof of Payment of **Earnest Money Deposit (EMD)** is to be submitted by online payment system through RTGS/NEFT as per payment detail given Below:
 - **Name of the Account:** M/s PERFORMANCE SECURITY DEPOSIT JMC
 - **Bank:** JK Bank Ltd.
 - **Branch:** TOWN HALL, JAMMU
 - **Account No.:** 0097010200000882
 - **IFSC Code:** JAKAOTNHALL, MICR Code: 180051025However, in case of Un successful Bidder the same shall be released one-month after allotment issuance of "LOA". However, same is exempted in case of MSME.
 - iii) A document in support of Registration under 'Goods & Service Act 2017'.
 - iv) PAN card
 - v) Other documents comprising of copies of latest income Tax Return Certificate for 2022-23, 2023-24, & 2024-25.
 - vi) Valid Registration Certificate of Incorporation
 - vii) Written confirmation authorizing the signatory of the Bid. (Authorization letter)
 - viii) **Manufacturers Authorization:** - Authorized Bidder/Participating firm who so ever submitting the bid, Manufacturers Authorization Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished by the bidders after issuance of "LOI" in case of L1. However, an undertaking is mandatory for all the participating bidders to submit an undertaking in this regard along with bid documents at the time of bid submission.
 - ix) Average Annual financial turnover of not less than Rs. 05.00 Crores in each of the preceding three financial years as certified by Chartered

Accountant preceding the Financial Year in which bids are invited.

- x) Satisfactory Completed/Ongoing project (In case of ongoing project, bidder must have received payment of amount given below)

Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

Or

Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.

Or

One similar completed works costing not less than the amount equal to 80% of the estimated cost.

For Center Government, State Government, local body (i.e. Municipal Corporation), in India in support of experience during last 7 (Seven) years. 'Similar work' is taken to mean work of cleaning/sweeping of roads or public places by Mechanized Road Sweepers.

- xi) Bidder/its associates/parent/subsidiary should not ever been blacklisted / debarred during on or before the date of bid publication by any ULB's/Municipal corporations/Govt/Semi Govt body in the past for non-performance etc. further, All the directors and their direct relatives (wife, son, daughter, father & mother) have not ever been blacklisted or debarred from participation in tenders contract in the past either in their individual capacity or in the JV firm or partnership firm in which they were members/partner. Bidders should submit an affidavit for the same on a stamp paper of Rs. 100/- Any non-disclosure shall result in forfeit of EMD and all payments. JMC have right to Blacklist and Terminate the Contractor.

NOTE:- Scan all the documents on 100 dpi with black and white option.

- e) The bidders are advised to accept and sign each leaf of the e-Nit Document with stamp/seal before uploading on the portal.
- f) The bidders shall categorically provide their Email-ID in Cover-I
- g) If the tenderer(s) withdraw tender offer during the tender validity period, he/she will be debarred from taking up any work in JMC for at least 03 years.
- h) If it is found that the tenderer has not submitted required documents in Cover-I then, the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made within a time period of

three working days otherwise they will be treated as non-responsive.

8. Online portal shall not allow the bidder to bid after the specified date and

time and hence bidders should take extra care of the timings of the bid submission.

9. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the rate inclusive of all taxes and it should be saved / uploaded with the same name as it contains.
10. The rates and prices shall be quoted in the BOQ by the bidder entirely in Indian Rupees and the rates quoted shall be deemed to include price escalation and GST and all taxes, levies etc. during the period of the Contract.
11. Bidders are advised to use "My Documents" area in their user on J&K Govt. e-tendering portal
i.e. www.jktenders.gov.in and www.jmcjmu.org to store such documents as is required.
12. **Scheme of bidding process:** The bid submitted online by the Bidder shall be in two separate Covers / Parts.
 - A) COVER-I / PART-I: This shall be for Technical Bid and shall comprise of all documents listed in 09 (d) above of e-NIT.**

Note: The hard copy of the Technical Bid of the successful lowest bidder L1 shall have to be provided by him/her to the tender inviting authority before a formal allotment order is issued.
 - B) COVER-II / PART-II: It shall be for Financial Bid and shall comprise of Item rates/price offer as specified in subject matter – the financial bid (i.e. rates offered in the BOQ) shall be submitted & opened online only. (No hard copy of Price BOQ shall be submitted)**
13. **Terms and Conditions:**
 - a) The detailed terms & conditions of the e-NIT are laid down in Annexure "B" of this tender document.
 - b) **Bid Prices:**
 - i) The Contract for the work is as described in (e-NIT)
 - ii) The Bidder shall quote online for the mentioned work/job in BOQ.
 - iii) The prices/rates quoted shall be inclusive of all taxes, duties, and all other levies including the GST as applicable in the J & K Union Territory Government. Failure to include any other taxes and duties will not entitle the contractor to any extra claims from the Corporation. The contractor's rates shall remain firm and fixed during the currency of the contract.
 - iv) The rates and prices quoted by the Bidder shall remain fixed for the duration of the contract and shall not be subject to adjustment on any account.

- c) **Bid Validity:**
- i) Bids shall remain valid for a period of **180 days** from the date of opening of financial bid. A bid valid for a shorter period shall be rejected by the Corporation as non- responsive.
 - ii) In exceptional circumstances, prior to expiry of the original time limit, the Corporation may request the bidder to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his earnest money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension.
- d) **Preparation of Bids:**
- i) Language of Bid is English.
 - ii) All documents relating to the Bid shall be in the language specified in the tender document.
- e) **Format and Signing of Bid:**
- i) The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the Bid shall be signed by the person or persons signing the Bid.
 - ii) The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Corporation, or as necessary to correct errors made by the Bidder. In that case such corrections shall be made by scoring out the cancelled portion, writing the correction and initialing and dating it by the person or persons signing the Bid.
- f) **Submission and opening of Bids:**
- i) The dates and time for online submission and online opening the tenders are as shown in the CRITICAL DATES page of e-NIT. If there are any changes in the dates the same will be displayed on the portal <http://jktenders.gov.in>.
 - ii) The Corporation may extend the deadline for submission of bids online by issuing an amendment, in which case all rights and obligations of the Corporation and the bidders previously subject to the original deadline will then be subject to the new deadline.
- g) **The bid submitted shall be out rightly rejected:-**
- i) If the scanned copy of cost of tender document (non-refundable) in the shape of paid online receipt is not uploaded.
 - ii) If the bidder does not upload all the documents as stipulated in the bid document.
 - iii) If any discrepancy is noticed between the documents as uploaded at the time of online submission of bid and hard copies submitted physically

- after opening of the financial bid in the office of tender opening authority.
- iv) Scanned copy of EMD amounting to Rs. 23.00 Lacs shall be furnished by the bidders which will remain with JMC till finalization of contract. However, in case of Un successful Bidder the same shall be released one-month after allotment issuance of "LOA".

h.) Fundamental breach of contract will include:

- i) Contractor is declared bankrupt.
- ii) Any evidence of involvement of contractor in corrupt practices.
- iii) Contractor delays the completion of work beyond stipulated time of completion.

Note:

- i. The successful bidder/Contractor shall submit valid registration certificate under E.S.I.C., Act 1948, if he has more than 20 employees/persons on his establishment to JMC as and when demanded. In case of less employees/persons than mentioned above then the successful bidder/contractor has to submit an undertaking to that effect on Rs. 200/- stamp paper.
- ii. The successful bidder/Contractor shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if he has more than 20 employees/persons on his establishment, to JMC as and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder/Contractor has to submit an undertaking to that effect on Rs. 200/- stamp paper.
16. The Commissioner, Jammu Municipal Corporation reserves the right to reject all or any of the e-Tender(s) without assigning any reason thereof at any stage.
17. Labour laws applicable in the Union Territory of J&K shall be enforceable all disputes shall be with the jurisdiction of J&K Courts.

Sd/-
Executive Engineer(Mech.)
Jammu Municipal Corporation

No: JMC/Mech/651-55

Dated: 08.06.2026

Copy to the: -

1. Commissioner, Jammu Municipal Corporation for information.
2. Joint Commissioner (Adm.), Jammu Municipal Corporation for information.
3. Joint Commissioner (works), Jammu Municipal Corporation for information.
4. Joint Director Information Jammu for wide publicity in print media.
5. Financial Advisor / Chief Account Officer, Jammu Municipal Corporation for

information.

6. Health Office, Jammu Municipal Corporation for information.
7. CTO Zone- (North & South), Jammu Municipal Corporation for information.
8. AEE (M), Jammu Municipal Corporation for information and follow up.



JAMMU MUNICIPAL CORPORATION

TOWN HALL, JAMMU

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NOTICE INVITING ONLINE BIDS

e-NIT No 15/JMC/Mech of 2026-27 Dated: 08.06.2026

Name of the work:- Comprehensive Operation & Maintenance of 04 no. self-propelled / Mechanical Suction with conveyor system Mechanized Road sweeping Machine FOR Road Surface Cleaning for a period of 03 years & extendable by 02 years.

ANNEXURE "A"

ELIGIBILITY CRITERIA

1. The Bidders eligible for participating in the bid process shall be any one of the following two categories:
 - a. **OEM either individual or their Authorized** Dealer/Distributor/Business Partner/ Authorization for maintenance/ spare parts undertaking to be submitted.
 - b. Government-owned entity registered in any part of India.

[Note: - As a proof, the Bidder shall upload the copy of registration certificate and agency letter or agreement]

The term bidder used hereinafter would therefore apply to a single entity.

Any entity, which has earlier been barred by any government department from participating in any project being undertaken by any Government department or if received any notice from any government department for any performance related issues, would not be eligible to submit a Proposal.

2. JMC considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under JMC's Anticorruption Policy. In pursuance of JMC's Anticorruption Policy's requirement that bidders, Contractors/Suppliers, and contractors observe the highest standard of ethics. JMC will take appropriate actions, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified.
A Bidder may be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:
Have controlling shareholders in common; or Receive or have received any direct or indirect subsidy from any of them; or Have the same legal representative for purposes of this Bid; or Have a relationship with each other,

directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of JMC regarding this bidding process; or A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid".

3. Technical Capacity

- a) Satisfactory Completed/Ongoing project (In case of ongoing project, bidder must have received payment of amount given below) as per following criteria:

Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

Or

Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.

Or

One similar completed works costing not less than the amount equal to 80% of the estimated cost.

For Center Government, State Government, local body (i.e. Municipal Corporation), in India in support of experience during last 7 (Seven) years. 'Similar work' is taken to mean work of cleaning/sweeping of roads or public places by Mechanized Road Sweepers.

- b) **O&M Experience:** - The Bidder must have an experience of (O&M) of the twin technology based self-propelled mechanical machine/ vacuum based truck mounted for a minimum period of 02 years in last seven years ending on 31 march 2026. Satisfactory Performance Certificate from the end user needs to be furnished in this regard.
- c) Experience of cleaning of at least 50 Lane Km of road length (BT surface or/and concrete surface) per day/ per machine using mechanical road sweepers of similar capacity for a minimum period of 1 (One) financial years for a Government, State Government, local body (i.e. Municipal Corporation), PSU, airport, or port in India. Performance certificate from not less than Ex Eng. should be submitted for this.

4. **Financial Capacity**

- i. The Bidder should have achieved a cumulative annual financial turnover as certified by 'Chartered Accountant' not less than the amount of Rs. 500.00 lakhs in the year 2022-23, 2023-24 & 2024-25.
- ii. The bidding firm should have a net worth of at least Rs. 2 Cr. as on March 31, 2025.
- iii. The bidder must not have suffered any financial loss in last 5 financial years.

5. **Litigation History**

The bidder shall disclose the litigation history under the head "Details of Litigation History" in Cover-I/Part-I.

If there is no litigation history, the bidder shall specifically mention that there is "NO LITIGATION HISTORY" against him as per the clause of Litigation History.

In case there is Litigation History then it must cover any action of blacklisting, banning, suspension, debarring, deregistration within UT Govt., State Govt., Central Govt. or any authority under State or Central Govt. or any authority under State or Central Govt. / Govt. organization initiated against the company, firm, directors, partners, or authorized signatory shall be disclosed for last three years from the date of submission of the bid.

Also bidder must disclose the litigation history for last three years from the date of submission of bid about any action like show cause notice issued blacklisting, debarring, banning, suspension, deregistration and cheating with JMC and JMC is a party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for JMC by any authority of JMC and the orders passed by the competent authority or by any court where JMC is a party.

While taking decision on litigation history, the Commissioner, JMC should consider the details submitted by the bidder and take decision based on the gravity of the litigation and the adverse effect of the act of company/firm or authorized signatory on the JMC works which can spoil the quantity, quality, delivery of any goods/services or any work execution and within the time frame.

The litigation history shall be treated as curable defect even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

- record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.
6. **Joint Venture:** (Not Allowed)
 7. **Infrastructural Setup**
The bidder shall have their well-established office within the jurisdiction of JMC. In case the bidder doesn't have an office he shall give an undertaking on Rs. 500/- stamp paper that he shall set up an office within the jurisdiction of JMC within 30 days from the date of issue of LOA/AOC.

8. TIME PERIOD OF THE CONTRACT

The contract period is of 03 years (extended up to another 02 year based on the recommendations of satisfactory performance of the work by the designated committee constituted by the competent authorities of JMC).

The time allowed for carrying out the work as entered in the Contract shall be strictly observed by the Contractor and shall be reckoned from the date on which the Letter of Acceptance is given to the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence as time being deemed to be the essence of the contract on the part of the Contractor. If the tenderer(s) withdraw tender offer during the tender validity period, his entire E.M.D shall be forfeited

- 8.1** Contract may be rescinded and security deposit forfeited if the contractor assigns or sublets his contracts or attempts to do so, or becomes insolvent or commences any proceedings to get himself adjudicated and insolvent or makes any composition with his creditors, or attempts to do so or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents through any public officer, or person in the employment of JMC/Govt. in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Officer In-charge may thereupon, by notice in writing rescind the contract and the Security Deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of JMC and the same consequences shall ensue as if the contract had been rescinded under above clause 1.8 hereof; and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

8.2 Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until work completion is achieved under and in accordance with the O&M contract. The Contract shall be terminated in case continuous three month repeated activities carried out of clause "Penalties & Damages".

Sd/-
Executive Engineer(Mech.)
Jammu Municipal Corporation



**JAMMU MUNICIPAL CORPORATION
TOWN HALL, JAMMU**

E MAIL ID: xenmechjmc@gmail.com

NOTICE INVITING ONLINE BIDS

e-NIT No. 15/JMC/Mech of 2026-27 Dated: 08.06.2026

ANNEXURE "B"

GENERAL TERMS AND CONDITIONS

Name of the work:- Comprehensive Operation & Maintenance of 04 no. self-propelled / Mechanical Suction with conveyor system Mechanized Road sweeping Machine FOR Road Surface Cleaning for a period of 03 years & extendable by 02 years

Definitions:

In constructing the terms and conditions of this document or of the documents forming part thereof, unless the context otherwise requires, the following words and expressions shall have the meanings hereinafter assigned to them.

- i) "Contract" shall mean the tender and acceptance thereof and the formal agreement if any, executed between the Contractor, Commissioner/the Corporation together with the documents referred to therein including these conditions and appendices and any special conditions, the specifications and bills of quantities. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- ii) "Contract Deposit" shall mean and comprise of Performance Security deposit
- iii) "Contract Data" defines the documents and other information which comprise the Contract.
- iv) "Bidder" is a person or corporate body who has desired to submit Bid to carry out the Works, till the tender process is concluded.
- v) "Contractor" shall mean the tenderer whose tender has been accepted and who is authorized to enter into an agreement with the Corporation for execution and completion of the works tendered for by him.
- vi) The Contractor's Bid is the completed bidding document submitted by the Bidder to the Corporation.
- vii) The Authority shall mean Jammu Municipal Corporation.
- viii) "Corporation" shall mean the Commissioner, Jammu Municipal Corporation, Jammu or his authorized representative/s.
- ix) "Officer-in-charge" shall mean Health Officer/Chief Transport Officer or any other officer appointed by Jammu Municipal Corporation.
- x) "Works" shall mean all works to be executed by the contractor in accordance with the specifications and scope of work as specified in the tender document.
- xi) "Engineer In-charge" shall mean Executive Engineer (Mech.), JMC

- xii) "Site" shall mean "**Mechanized road sweeping of major roads as per roster provided by JMC**".
- xi) Notice in writing or written Notice shall mean a notice or a communication in writing, typed or printed, sent either under registered post, ordinary post or electronic form to the last known private or business address or delivered personally by hand to the contractor.
- xii) Words incorporating the singular only also include the plural and vice versa.
- xiii) The Marginal Headings and notes shall not be deemed to be part of this contract or taken into consideration in the interpretation or construction of this contract.
- xiv) The Start Date/ Commencement Date: It is the date when the Contractor shall commence execution of the Works.
- xv) Deviation means a change to the:
 - a) Scope of Work in the Contract which is instructed by the Corporation.
 - b) Price in the Contract which is instructed by the Corporation.
- xix) The Works, as defined in the Contract Data, are what the Contract requires the Contractor to carry out the work as per specifications.
- xx) Jurisdiction: In case of any claim, dispute or difference arising in respect of a contract, the cause of action thereof shall be deemed to have arisen in Jammu and all legal proceedings in respect of any claim, dispute or difference shall be instituted in a competent court in the City of Jammu only.

1. Interpretation:

- 1.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Officer In-Charge will provide instructions clarifying queries about these Conditions of Contract.
- 1.2 The documents forming the Contract shall be interpreted in the following documents:
 - (1) Agreement,
 - (2) Letter of Acceptance,
 - (3) Contractor's Bid,
 - (4) Contract Data,
 - (5) Special Conditions of Contract
 - (6) General Conditions of Contract
 - (7) Specifications,
 - (8) Bill of Quantities and
 - (9) Any other document listed in the Contract Data.

2. Scope of Work (Part-I)

- I. Comprehensive Operation & maintenance of 04 no. Self-Propelled Mechanical Road Sweeping Machines has been proposed for a period of 03 years which may be extended up to another 02 year based on the recommendations of satisfactory performance of the

contractor during the contract period by the designated committee as constituted by competent Authority of JMC.

- II. The comprehensive operation & maintenance charges will be obtained on per shift basis whereas each shift will be of 8 hours (for the mechanical sweeping of atleast 200 kms per shift) keeping in mind that the vehicle will be maintained by the agency at different location decided by the department. The department may however change the location as per requirement.
- III. Successful Bidder shall have to maintain minimum three months' inventory of consumable i.e brushes, lubricant, filter and other R&M tools etc.
- IV. The activities such as arrangement of fuel, maintenance, water filling etc. before out shedding will be taken up during the non-shift hours preferably.
- V. Back Suction Pipe/ Wandering Hose (for areas difficult to reach) should be used wherever required for removal of MSW heap. The same must be ensured by the contractor.
- VI. Mechanism for proper availability of PPEs and throughout shift utilization be ensured by contractor. However, in case of non-compliance suitable penalty will be imposed and the work is to be carried out on risk and cost of the agency by department.
- VII. Contractor will maintain a daily/weekly/fortnightly/ monthly inspection checklist along with Machine's compliance with regulatory requirements like PUC, RTO Fitness, insurance, Proper safety arrangements like Lights, blinker lamps, reflective tapes and PPEs, ie., Helmet, hand Gloves, Jacket, goggles, Mask, shoes etc.
- VIII. LOG Book as per department format having all details of work and duly signed by the concerned officer of JMC will be maintained by contractor.
- IX. All minor and major repairs i/c breakdown or due to any accidents etc. and replacements i/c Lubricants and all consumable e.g. radiator coolant & all other daily/scheduled check will be in scope of contractor i/c repairing for tyre puncture and other top-ups.
- X. All the machines will be made available for use by the contractor for 6 days in week; one day is left for maintenance/Weekly off.
- XI. Any type of road accident, casualty, legal liabilities, traffic challan, impounding etc. shall be dealt by the contractor.
- XII. During any force majeure condition the deployment of Man & Machine has to be ensured by the contractor.
- XIII. All the circulars/guidelines issued by the department and other government authorities shall be binding on contractor.
- XIV. Department may utilize the services of staff engaged by the contractor for other JMC

services as deemed fit.

- XV. Mechanized Street/ Road day/night sweeping shall be done in areas/roads as designated by authority for which route survey shall be carried out jointly by JMC and the contractor to fix the routes and kilometres. Contractor shall ensure that road sweeping machine sweeps only designated route. JMC will not be liable to pay if machine is used to sweep roads other than the approved routes/roads.
- XVI. Contractor shall have to address to the demand of road sweeping raised by different departments/agencies as and when required after approval by JMC or by Engineer In-charge.
- XVII. The attendance of the driver/workers working under the scope of contract shall have to be done as per the procedure followed by JMC.
- XVIII. Contractor will keep extra/spare parts and manpower to perform the work during break/maintenance of machines in use. Breakdown of RSMs during the period of contract shall be restored by the firm in one-day maximum.
- XIX. Contractor shall procure/maintain/keep in stock necessary tools, equipment, machinery, manpower, spares, brushes, tyres, tubes, batteries etc. for the road sweeping machines in use.
- XX. The agency has to quote the financial offer considering the 50 Kms sweeping on daily shift basis per machine. However, the penalty provision will be applicable in case of doing sweeping less than 50 Kms per shift. Further the consecutive year rate will be applicable only after completion of previous years sweeping kilometers or completion of year whichever is later.
- XXI. Brush (all kinds Le. Side, Front & Central Brush), roller, packing, filter and other consumable materials shall be kept in stock by the successful bidder in order to have smooth operation & maintenance of RSMs.
- XXII. Firm/Contractor shall fit GPS/VTMS devices, if not already fitted, inferable with central command center of JMC into these 04 no. Road Sweeping Machines enabling JMC to monitor the working of RSMs on regular basis. The odometer of machines should always be in working condition and shall be calibrated by the authorized/approved lab whenever required readings of odometer and GPS shall be commensurate with each other at all times otherwise penalty as per penalty clause shall be imposed. Contractor shall ensure that GPS techno graph report, before and after photographs, daily logbook duly signed by designated officer, CD/DVD, before and after photographs is attached with monthly invoice for verifications otherwise invoice will not be processed for payment.
- XXIII. The successful bidder shall fit these machines with online android based/SIM vehicle tracking system equipment with CCTV cameras for real time video recording of the

cleaning work being done at on the roads of JMC by the mechanical road sweepers. The contractor will provide weekly date to authority without fail.

- XXIV. a) All Machines after the end of the contract ie. after 03 years (if not extendable) will be handed over to Jammu Municipal Corporation or agencies assigned for taken over in good working and tidy condition for engine, body, fuel consumption, lube consumption as well as wear & tear, working and fitness certificate etc.
- b) The defect liability warranty shall be one year after the contract is over including batteries of sweeping machine.
- c) Before taking handover of all machines an Inspection to be done by government reputed institutes and related expenditure will be borne by vendor.

Scope of work (Part-II)

- I. The operator/ Service Provider will be responsible to use single engine road sweeping machine to clean the selected Roads on daily basis. The machines are to be operated as per the routes and timing as decided by the department
- II. The Operator shall be responsible, at its own cost, for complete maintenance of the Project Site/ Project Facility and all its components.
- III. The Operator 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, machinery as per specification and maintaining the record of the same.
- IV. In order to maintain high standard of public image, the Operator shall fix a schedule for cleanliness and maintenance of the equipments to be shared with Department also.
- V. The Operator shall ensure to render the services based on 8 (eight) hours operational shift.
- VI. The Operator must Ensure to provide 1 (one) Highly skilled operator having valid driving license. There would not be any services to be rendered on national holidays. Further, each machine's operation shall be stalled for 4 (four) days in a month for routine maintenance (i.e. Every Sunday of the week).
- VII. During situations such as visits of VIP's, the Operator shall be required to render operational service even on National holidays. Extra payment would be payable to the Operator on pro rata basis for rendering operational services on these events (applicable only beyond 208 hours of operation per machine per month).
- VIII. The Operator shall ensure that the work of cleaning of carriageway shall be undertaken/carried out preferably during the night hours i.e. from 10 PM to 7 AM, when traffic density is minimum. However, depending on the requirement of JMC, the said timings can also be changed.
- IX. The Operator shall provide all the required tools and tackles for the operation and

maintenance of the equipments and vehicles to their staff. The Officer in Charge time and again during Contract Period shall verify this.

- X. The Operator shall provide the communication system/ equipments including GPS system at his cost in each vehicle as well as at control room location with required network (Hardware & Software) facility so as to have effective communication between Operator and various controlling and monitoring authorities.
- XI. It will be the responsibility of the Operator to have insurance coverage of all vehicles at their cost. They are requested to note that there will not be any reimbursement in this regard by JMC. The Operator shall ensure that each and every machine 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. Necessary documents w.r.t insurance shall be submitted by Operator to JMC for information. In case any mishap/accident occurs on the road or at site, the Operator will have to bear 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.
- XII. The Operator shall ensure to carry out regular timely maintenance in order to keep the machines in the operative status at all the times and as described below;
 - a. As regards servicing routine and scheduled maintenance of each machine, the same shall be carried out by the Operator through their maintenance staff preferably on Sundays in rotation.
 - b. Arrange for the labourers at their level and at their cost.
 - c. Arrange for all the consumables, fuels, oil and spare components at their level and at their own cost. The tentative schedule of their preventive and schedule maintenance which Operator will be required to carry out as per as manufacturer's recommendations.
 - d. As regards break down and accidental maintenance of each machine, the same shall be carried out by the Operator through their field maintenance staff as well as in house staff as and when required.
 - e. The tentative schedule for their preventive & schedule maintenance which operator will be required to carry out as per the manufactures standards & all relevant record should be maintained and verified by concerned official, OEM invoices for all critical spare parts to be maintained & if required to be submitted along with monthly claim bills so that genuineness of spare parts is maintained.
- XIII. The Operator shall ensure that the collected rubbish shall be disposed off by the Operator at the designated sites by JMC. Solid Waste Dumping Site at Kot Bhalwal or at site/ location (to be intimated later by the JMC to Operator) by deploying Tipper/Tractor (to be provided by JMC) of suitable capacity. The complete operation & comprehensive maintenance of all the support vehicle like tipper, tractor and water

- tanker with sprinkler shall be part of "Scope of Work" of the contractor.
- XIV. The Operator shall ensure each machine shall be provided with fire extinguisher and first aid kit along with other necessary tool-tackles and accessories.
- XV. JMC will provide (Free of Cost) the sufficient space for workshop, Parking, store room and office along with electricity and water connection. However, the monthly bill of electricity and water will borne by operator.
- XVI. The Operator shall be responsible for keeping up-to-date record of documents including day to day weight slip/work of all the vehicles put in use as per format given by JMC. The logbooks for consumables & operation of Road Sweeping Machines and other support vehicles as well as routine/preventive maintenance and breakdown maintenance, shall be maintained and verified by the Executive Engineer, Jammu Municipal corporation.
- XVII. Contractor has to ensure proper sweeping of pavement and channel which is connected to roadside.
- XVIII. Speed of sweeping should not be more than 10 Km/hr during the sweeping otherwise it will be considered by JMC that machine is running without using brushes and penalty as per the penalty clause shall be imposed and deducted from the monthly bill presented by the contractor.
- XIX. The contractor should have experienced manpower for operation and maintenance of road sweeping machine. Drivers of the vehicles shall have valid driving license. Contractor has to depute sufficient manpower during the working hours that can clear the encroachment on the roadside. Barricades to be removed during the sweeping.
- XX. Contractor shall ensure that machine does not create the dust cloud during the sweeping. If machine is creating the dust cloud, then penalty as per penalty clause shall be imposed.
- XXI. Normally there shall be 26 working days in each month. Contractor shall be compensated by JMC on pro rata basis if made to work more than 26 days with approval of JMC
- XXII. Working hours - 8 hours/day.
- XXIII. Sweeping width-3300 mm (+/-5%)
- XXIV. Driver & Helper (with the name, aadhar card and mobile no.) will be provided by contractor.
- XXV. Expenses towards major & minor Road sweeping Machines & Chassis shall be borne by the successful bidder.

SLAs for Mechanical Sweeping Machines are described in details given below:

S.no	Indicator	Frequency	Definition	Target Timeline
1.	Mechanical sweeping of roads	Daily	Total KM of road sweeping (Main road & other lanes)	Route coverage 50 lane sweeping kilometers / per machine. Penalty @ Rs. 1000/- per km shall be imposed for the no. of kms less than 1300 kms / month
2.	Running by the Machines	Daily	Total Hrs. covered for Road Sweeping	Sweeping operations 8 hrs per machine per day & speed of sweeping machine should be not more than 10 km / hrs
3.	Littering / removal of MSW	Daily	Cleaning of MSW / Dust from road	100% removal / sweeping of MSW & dust from road
4.	Calibration of speedometer	Daily	Reading of speedometer to be matched with GPS device	0% Error

Penalties & Damages

1.	Non-operational of Sweeping Machines (In case of breakdown)	Spot inspection conducted by Corporation	Payment shall not be made for non- operational days and further penalties as follow shall be imposed. <ul style="list-style-type: none"> • 1st Day 5000/- on pro rata basis. • 2nd Day - 10,000/- on pro rata basis. • 3rd day onwards Rs. 12000 per day /per machine up to 7 days. (More than seven instance a penalty in a month equivalent to @ 10% of the O&M charges as quoted by the Contractor for one month.
2.	Calibration of speedometer	Inspection	Rs.5000 will be imposed

		conducted by Corporation	for non-operational of speedometer or variances found per incidents.
3.	Nozzle operation: non-The Contractor shall ensure that the water nozzle fitted in the mechanical sweepers to be operational during the working period. In case the Contractor fail to ensure operation of nozzle, then fine shall be imposed on the Contractor.	Spot inspection conducted by Corporation	2000/- per day per incident. If more than three cases are found in a month, then the payment of one machine for that month will be deducted.
4.	Disposal of Dust (The collected rubbish shall be disposed off by the Contractor (all lifts/leads), at a designated site Approved by Authority by deploying equipment of suitable capacity. In case the Contractor is found dumping the collected rubbish at a place other than as mentioned in this clause then fine shall be imposed on the contractor	Spot inspection conducted by Corporation	Rs.5000/per incident. If more than three illegal dumping cases are found in a month, then the payment of one machine for that month will be deducted.
5.	Failure of conducting preventive maintenance of all parts on daily basis by the contractor.	Spot inspection conducted by Corporation	Rs. 10,000/ per incident. If more than three illegal dumping cases are found in a month, then the payment of one machine for that month will be deducted.
6.	There is no dust-cloud formation allowed during the sweeping of road(s). If contractor is unable to control formation of dust cloud, in this case then fine shall be imposed on the contractor.	Spot inspection conducted by Corporation	1st Instant Rs. 2000/ 2nd Instant Rs. 5000/ 3rd Instant Rs. 10000/- If more than three cloud formation cases are found in a month, then the payment of one machine for that month will be deducted.
7.	There is no littering of dust allowed on sweep road. If Contractor is unable to sweep road properly in this case then fine shall be imposed on the contractor.	Spot inspection conducted by Corporation	1st Instant Rs. 2000/- 2nd Instant Rs. 3000/- 3rd Instant Rs. 5000/- If more than three instances are found in a month, then the payment

			of one machine for that month will be deducted.
8.	Speed of sweeping machine should be not more than 10 Km/hrs.	GPS report	1st Instant Rs.1000/- 2nd Instant Rs.2000/- 3rd Instant Rs.5000/- Apart from the penalty road length which is covered with over speed will be deducted from the final bill. If more than three instances are found in a month, then the payment of one machine for that month will be deducted.
9.	Route coverage less than 50 Kms sweeping length	GPS report	2000/- per km
10.	Non maintenance of Workshop. Facility/ inventory of genuine spare parts with traceability with OEM for giving a notice of 5 days for non-maintenance of critical components like engines, pumps, filters.	On spot inspection	20,000/- on first instance 35,000/- on second instance.

1. Clarification of Bidding Document

- 1.1. A prospective Bidder requiring any clarification of the Bidding Document shall have to attend the Pre-Bid meeting as per Critical dates and request for clarification in writing then and there. JMC will respond in writing to any request for clarification within reasonable time frame.
- 1.2. JMC is not responsible for the completeness of the Bidding Document and its addenda, if they were not issued directly from JMC.
- 1.3. The Bidder is expected to examine all instructions, terms & conditions and specifications in the RFP Document. Failure to furnish all information or documentation required in the RFP Document may result in the rejection of the Bid.

2. Amendment of Bidding Document

- 2.1. At any time prior to the deadline for submission of the Bids, JMC may amend the RFP Document by issuing addenda/corrigendum.
- 2.2. Any addendum/corrigendum issued shall be part of the RFP Document and shall be communicated in writing online at <http://www.jktenders.gov.in>.
- 2.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, JMC may, at its discretion, extend the deadline for the submission of the Bids.

3. Cost of Bidding

- 3.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid and JMC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4. **Language of Bid**

- 4.1. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and JMC, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

5. **Documents Comprising the BID**

- 5.1. The Bid shall be uploaded online. Simultaneously, Demand Draft against tender document fees shall reach the office of the tender inviting authority well before the tender opening date or if paid online, proof of the same shall be sent by the bidder on the official email id of the tender inviting authority, failing which bids shall not be entertained.

Rest of the documents shall be uploaded online.

Price Bid/ financial offer should be submitted online, in case of manual submission of Price Bid, it will be rejected.

- 5.2. Technical Proposals will be opened online at <http://www.jktenders.gov.in> on the specified address, date and time. The Technical Proposals will be evaluated. No amendments or changes to the Technical Proposals will be permitted once bid get validated online. Technical proposals, which does not conform to the specified requirements will be rejected as deficient Bids.
- 5.3. Price Proposals of technically qualified Bidders will be opened online. The Price Proposals will be evaluated, and the Contract will be awarded to the Bidder whose Bid has been determined to be the aggregate lowest evaluated substantially responsive Bid.
- 5.4. Following mentioned documents shall form the Technical Proposal and scanned copies of all of these documents shall be uploaded:
- i) Scanned copy of EMD/FDR/B.G or DD amounting to Rs. 23.00 Lacs shall be furnished by the bidders favoring FA/CAO, JMC which will remain with JMC till finalization of contract. However, in case of Un successful Bidder the same shall be released one-month after allotment issuance of "LOA" However same is exempted in case of MSME in relevant field.
 - ii) Cost of Tender document in shape of Demand Draft pledged to Chief Accounts Officer, Jammu Municipal Corporation Or cost of Tender Documents can be paid online through the JMC's link <http://www.jmcjammu.org/online-payment.html> and a copy/ screenshot of the same shall be uploaded.
 - iii) A document in support of Registration under 'Goods & Service Act 2017'.
 - iv) PAN card
 - v) Other documents comprising of copies of latest income Tax Return Certificate (2022-23, 2023-24 & 2024-25)
 - vi) Valid Registration Certificate of Incorporation.

- vii) Written confirmation authorizing the signatory of the Bid.
- viii) Manufacturers authorization
- ix) Average Annual financial turnover of not less than Rs. 05.00 Crores in each of the preceding three financial years as certified by Chartered Accountant preceding the Financial Year in which bids are invited.
- x) Details of Litigation History- a document to this effect as per Eligibility Criterial clause.

5.5 The Financial Bid: Price shall be filled in BOQ online only.

6. Bid Submission

- 6.1. The Bidder shall submit the Technical bid and quote prices in BOQ online without any alterations to their format, and no substitutes shall be accepted.
- 6.2 Tender document fees in the shape of Demand Draft shall reach in the office of tender inviting authority before technical bid opening date or the bid shall not be considered as responsive.

7. Alternative Bids

- 7.1. Alternative bids shall not be considered.

8. Bid Prices

- 8.1 It is clearly understood that JMC shall not bear any additional liability towards payment of any Taxes & Duties.
- 8.2 No price/cost escalation on account of increase in fuel prices or otherwise shall be entertained by the Jammu Municipal Corporation and the rates quoted shall be firm & final and shall remain valid till the completion of the contract.

9. Currencies of Bid

- 9.1 Bid prices shall be quoted in the Indian Rupees.

10. Documents Establishing the Eligibility of the Bidder

- 10.1. To establish their eligibility Bidders shall complete the eligibility documents as required.

11. Documents Establishing the Conformity of the services to the Bidding Document

- 11.1. To establish the conformity of the Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical bid/Proposal the documentary evidences.
- 11.2. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements.

- 11.3. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Bidder are intended to be descriptive only and not restrictive.
12. **Documents Establishing the Qualifications of the Bidder**
- 12.1. To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Eligibility Criteria: Annexure-A.
13. **Period of Validity of Bids**
- 13.1. Bids shall remain valid for the period of 180 days after the bid submission deadline date prescribed by JMC. A Bid valid for a shorter period shall be rejected by JMC as non-responsive.
- 13.2. In exceptional circumstances, prior to the expiration of the bid validity period, JMC may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If validity of their Bids is extended the validity of Bid Securing Declaration form shall also be extended for a corresponding-period. A Bidder may refuse the request without being subjected to the provisions of Bid Securing Declaration form. A Bidder granting the request shall not be required or permitted to modify its Bid.
14. Successful bidder shall be debarred from taking up any work in Jammu Municipal Corporation if he fails to:
- (i) Sign the Contract within the specified period of time and/or
 - (ii) Furnish a Performance Security as desired within the specified period of time
15. **Format and Signing of Bid**
- 15.1. All pages of the Bid shall be signed or initialed by the person signing the Bid. Bidder must scan these original documents and upload at appropriate place on the online portal.
- 15.2. Any interlineations, erasures, or overwriting shall be valid only if they are counter signed or initialed by the person signing the Bid.
16. **Sealing and Marking of Bids**
- 16.1. "Technical proposal" should be uploaded online whereas the hard copy of Demand Draft against tender document fees paid should reach in the Office of **Joint Commissioner (Works), Jammu Municipal Corporation, 3rd -Floor**, Town Hall Jammu. "Price Proposal" should be submitted online only.
17. **Deadline for Submission of Bids**
- 17.1. Bids must be uploaded on the specified portal no later than the date and time indicated in the Critical Date sheet of the Bidding document.
- 17.2. JMC may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document as addenda, in which case all rights and obligations of JMC and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

18. **Late Bids**

18.1. Online portal shall not allow the bidder to bid after the specified time and hence bidders should take extra care of the timings of the bid submission.

19. **Withdrawal, Substitution, and Modification of Bids**

19.1. On the online portal bidders may withdraw, substitute, or modify their Bids before the final submission time if portal allows doing so. A Bidder will not be allowed to withdraw, substitute, or modify its Bid after the scheduled submission time.

20. **Bid Opening**

20.1. The technical proposals of only those bidders will be opened online as per schedule time and date whose instruments of tender documents fees have been received well before the date of opening of bids.

Price proposals of only technically qualified bidders shall be opened.

20.2. Price proposals will be opened online only.

21. **Confidentiality**

21.1. Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

21.2. Any attempt by a Bidder to influence JMC in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

22. **Clarification of Bids**

22.1. To assist in the examination, evaluation, comparison and post-qualification of the Bids, JMC may, at its discretion, ask any Bidder for a clarification of its Bid as per clause no. 6.3.5 of "Manual for Procurement of goods & Services". Any clarification submitted by a Bidder that is not in response to a request by JMC shall not be considered. JMC's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted.

23. **Responsiveness of Technical Proposal**

23.1. JMC's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.

23.2. A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) Affects in any substantial way the scope, quality, or performance of

- the Goods and Related Services specified in the Contract; or
 - (b) Limits in any substantial way, inconsistent with the Bidding Document, JMC's rights or the Bidder's obligations under the Contract; or
 - (c) If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Proposals.
- 23.3. If a Technical Proposal is not substantially responsive to the Bidding Document, it shall be rejected by JMC and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 24. **Non-conformities, Errors, and Omissions**
 - 24.1. Provided that a Technical Proposal is substantially responsive, JMC may request that the Bidder submit the necessary information or documentation, within a reasonable time of Price Proposals on the following basis:
 - i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
 - ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the individual item rate shall prevail, and the total shall be corrected.
 - iii) If there is a discrepancy between words and figures, the amount in words shall prevail.
- 25. **Preliminary Examination of Bids**
 - 25.1. JMC shall examine the Technical Proposal to confirm that all documents and technical documentation requested have been uploaded on online portal, and to determine the completeness of each document submitted.
 - 25.2. JMC shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing in the uploaded documents on the online portal, the offer shall be rejected.
 - (a) Technical Proposal Submission Sheet.
 - (b) Written confirmation of authorization to commit the bidder.
 - (c) Manufacturer's Authorization, if applicable.
- 26. **Examination of Terms and Conditions; Technical Evaluation**
 - 26.1. JMC shall examine the Bids to confirm that all terms and conditions specified in Bid Document have been accepted by the Bidder without any material deviation or reservation.
 - 26.2. JMC shall evaluate the technical aspects of the Bid submitted in accordance to confirm that all requirements specified in Schedule of Supply of the Bidding Document have been met without any material deviation or reservation.
 - 26.3. If, after the examination of the terms and conditions and the technical evaluation, JMC determines that the Technical Proposal is not

substantially responsive it shall reject the Bid.

27. **Right to accept any bid and to reject any or all bids**

27.1. JMC reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. Conditional tenders shall be out rightly rejected.

28. **Award Criteria**

28.1 Lowest aggregate Bidder (L1) shall have to submit a performance security in shape of Bank Guarantee equal to 5% of the contract value for a period of contract within 15 days of intimation of LOI. The validity of the performance security instrument shall be 03 months beyond the contract period.

Award of contract for O&M shall be issued in favour of the lowest bidder (L1)

29. **Period of Contract:** - 03 years for O&M extendable by 02 years on satisfactory performance report.

30. **Right to Vary Quantities at Time of Award**

30.1. At the time the Contract is awarded, JMC reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Bid document, provided this does not exceed the 100 percentage, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

31. **Notification of Award/LOA**

31.1. Prior to the expiration of the period of bid validity, JMC shall notify the successful Bidder, in writing, that its Bid has been accepted only after approval by the Competent authority.

32. **Signing of Contract**

32.1. After acceptance of the contract the tenderer shall sign the necessary contract papers/agreement in non-judicial stamp papers of Rs 500/- within 15 days of the Award of Contract (AOC). Expenses for the agreement including cost of stamp papers etc. shall be borne by the contractor. The delay or failure to execute the agreement shall in no way affect the time of completion of work which will be reckoned from the date of placement of work order/ letter of intent. However, the intent will be signed only after approval by Administrative Deptt. HUDD.

33. **Performance Security**

33.1. Within Fifteen (15) days of the opening of Finance Bid, the successful Bidder shall furnish the Performance Security equal to 5% of the contract price / work order value by means of irrevocable bank guarantee. Which shall remain with JMC till completion of contact.

33.2. Failure of the successful Bidder to submit the Performance Security or

sign the Contract shall constitute sufficient grounds for the annulment of the award and debarring the contractor for 03 year. In that event JMC may award the Contract to the next lowest evaluated Bidder at L1 rates whose offer is substantially responsive and is determined by JMC to be qualified to perform the Contract satisfactorily.

34. **Payments**

- i. Contractor shall raise monthly bills equated over the period of contract after successfully executing the road sweeping of routes designated by JMC. 100 % payment for successful O&M shall be made against due claims so raised by the firm on monthly basis on the verification by the officer-incharge.
- ii. (O&M) payment as per Item No. 1 of the BOQ shall be released on monthly basis (On pro rata basis) after successful/satisfactory report from the designated committee comprising of HO, JE(M), AE(M) & AEE (M) & XEN(M) in respect of **04 no. self-propelled / Mechanical Suction with conveyor system Mechanized Road sweeping Machine.**
- ii. Payment shall be made on Pro Rata basis on hourly basis for the no. of hours the machine will run during the entire month subjected to maximum of (208) hours per month per machine with 26 days as net working days (maximum) in a month. However, in case of special drive/or VVIP movement or important event the contractor may be asked to run the machines for extra hours but with prior permission /approval of the competitive authority and in such exceptional cases the contractor shall be paid for extra hours running strictly on Pro Rata basis which is being worked out in the allotment order.
- iii. In case of rains, thunder storm or any other natural calamities; when machines are not run/used neither claim be raised nor shall be processed for any days, though deptt. will not imposed any penalty for the rainy period/natural calamities for non-operation.

No party other than the Contractor shall derive any rights from the Agreement.

35. **Corrupt Practices**

The JMC's Anticorruption Policy requires that bidders/contractors under JMC contracts observe the highest standard of ethics during the procurement and execution of such contracts.

In pursuance of the policy, the JMC:

- (a) Defines, for the purposes of this provision, the terms set forth as below:
 - "Corrupt practice," means the offering, giving receiving, or soliciting, directly or indirectly of anything of value to influence the action of any party in the procurement process or the execution of a contract;
 - "Fraudulent practice' means a misrepresentation or omission of facts to influence a procurement process or the execution of a contract;

“Collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrowers, designed to influence the action of any party in a procurement process or the execution of a contract;

“Coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process or affect the execution of a contract.

- (b) Will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- (c) Will sanction a party or its successor, including declaring ineligible, either indefinitely or for stated period to participate in JMC tender activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a JMC contract.

36. **Refund of performance security**

The performance security shall be released within 30 days after completion of contract period subject to no recoveries are pending against the said work, provided that the Officer In- Charge is satisfied that there is no demand outstanding against the Contractor.

Note:

- I. It shall be clearly mentioned that the BG shall be applicable for individual work/contract and clubbing of various contracts of the said contractor will not be allowed. In case of obtaining Bank Guarantee, it is necessary to mention that the same shall be valid till certification of final bill subject to no recoveries are pending against the said work.
- II. It shall be the responsibility of the bidder to keep the submitted B.G. “VALID” for the stipulated time period in the tender. Normally the BG is validated by the Bank for one year hence the successful bidder shall get it re-validated before its expiry. If the same is not re-validated before expiry, the BG will be encashed.
- III. Bank Guarantee should be issued by way of General Undertaking and Guarantee issued on behalf of the Contractor by any of the Nationalized or Scheduled banks operating under Reserve Bank of India regulations.

37. **Penalty:**

In the event of firms’ failure, neglecting, declining or delaying the work under scope of this tender or in the event of any damage to public or private property occurring or being caused or in the event of any default or failure in complying with any of the terms and conditions of the contract, JMC without prejudice or any other remedy available to it under law in force shall:

- a. Debar the contractor from taking up any work in JMC for at least 03 years if he/she declines to submit performance security within the stipulated time.
- b. Recover the extra cost, if any, involved in allotting the contract to second

lowest firm at L1 rates.

- c. Any breach to term and conditions shall invoke penalty of forfeiture of performance security @ 5%.
- d. In case of O&M works are not carried out as per the instructions of JMC & as per the terms & conditions of scope of work, then a penalty as indicated in SLAs shall be imposed. The rate of penalty shall be on pro-rata basis for the work not executed by the firm. However, in case of continuous/repeated nature of default during a period of 03 month of similar nature has explained in the SLAs the contract shall be liable to be terminated forthwith along with forfeiture of bank guarantee.
- e. In the event of firm not doing the O&M work satisfactory as per the officer In Charges directions in written for a cumulative a period of six days (whether continuous or staggered) during the contract period, then besides the imposition of penalty as aforesaid, the contract shall be terminated and performance security shall be forfeited.
- f. A penalty of Rs. 2000/- per day shall be imposed for each deviation of more than 5% in the readings of odometer and GPS inspected on daily basis.
- g. No. of kilometers run by a RSM speeding more than 10 km/hr during sweeping operation shall be deducted from the overall kilometers run by it.
- h. In case dust cloud is produced by a RSM during sweeping operation, a penalty as per SLAs per such instance shall be imposed.
- i. It is found by JMC that the contractor is not disposing off the dust/waste/silt with the help of a suitable vehicle to an approved JMC sanitary land fill site or designated place decided by the JMC or the videos/ of disposing off such dust/waste/silt is not submitted by the contractor to the JMC on requirement basis, a penalty as per SLAs per such default shall be imposed.
- j. If the RSM is not operated for 8 hrs. in a day, a penalty as per SLAs shall be imposed for the less no. of hours or part thereof.

Communications:

All notices or instructions to be given to the Contractor by Corporation/Officer In-Charge shall be sent on the address or contact details given by the Contractor. The address and contact details for communication with the Corporation/ Officer In-Charge shall be as per the details given in Contract Data. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

38. **Subcontracting**

Subletting shall not be allowed. If subletting is observed during the course of the contract, it shall result in the termination of contract at risk & cost of the

successful bidder.

39. **Personnel**

42.1 The Contractor's personnel shall be qualified, skilled and experienced in their respective trades or occupations to operate & maintain the equipment/vehicles and also to satisfactorily train the JMC staff.

42.2 The Contractor shall not employ any retired person who has worked in JMC and has either not completed two years after the date of retirement or has not obtained JMC's permission for employment with the Contractor.

40. **Employer's and Contractor's Risks**

The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

43.1 **Employer's Risks**

The Employer is responsible for the expected risks which are:

- (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot, commotion or disorder (unless restricted to the Contractor's employees) and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or
- (b) a cause due solely to the design of the Works, other than the Contractor's design.

43.2 **Contractor's Risks**

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the expected risks are the responsibility of the Contractor.

41. **Insurance**

The contractor has to provide all relevant insurances to his staff as per the governing laws. All expenses towards this shall be borne only by the contractor. JMC shall be indemnified & absolved of any issues & claims etc. arising out of any mishap.

The Public Liability Insurance Act, 1991- This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling garbage related equipment/machinery and for matters connected herewith or incidental thereto.

42. **Safety**

The Contractor shall be responsible for the safety of all activities on the Site. He shall comply with all applicable safety requirements and take care of safety

of all persons entitled to be on the site and the works. He shall use reasonable efforts to keep the site and the works, during execution of works, clear of unnecessary obstruction so as to avoid danger to the persons.

The contractor shall provide all safety gear to his employees entitled to be on the site and the works.

43. **Fundamental breaches of Contract shall include, but shall not be limited to, the following:**

- a. The Contractor stops work when no stoppage of work has not been authorized by the Officer In-Charge;
- b. The Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c. The Officer In-Charge gives Notice that failure to incorporate a particular deviation/variation in work is a fundamental breach of Contract and the Contractor fails to incorporate it within a reasonable period of time determined by the Officer In- Charge;
- d. The Contractor does not maintain a Security, which is required;
- e. The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in relevant clause.
- f. The Contractor fails to provide insurance cover as required under relevant clause.
- g. If the Contractor, in the judgment of the Corporation, has engaged in the corrupt or fraudulent practices in competing for or in executing the Contract.
- h. Any other fundamental breaches as specified in the Contract Data.
- i. If the Contractor fails to deploy vehicles or personnel as specified in the Contract Data at the appropriate time.

44. When either party to the contract gives notice of a breach of contract to the other for a cause other than those listed above, the Officer In-Charge shall decide whether the breach is fundamental or not.

45. Notwithstanding the above, the Corporation may terminate the Contract for convenience.

46. **Payment upon Termination**

- i) If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Officer In-Charge shall issue a certificate for value of the work done less liquidated damages, if any, less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Corporation exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit, and performance security. If any amount is still left un-recovered it will be a debt due from the

Contractor to the Employer.

- ii) If the Contract is terminated at the Employer's convenience, the Officer In-Charge shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

47. **Officer In-Charge to have power to issue further instructions:**

The Officer In-Charge shall have the power and authority from time to time and at all times to give such further instructions and directions as may appear to him necessary or proper for optimal utilization of equipment/vehicles for the work under scope.

No work which radically changes the original nature of the Contract shall be ordered by the Officer In-Charge and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of Contract he shall nevertheless carry it out and disagreement as to the nature of the work and the rate to be paid therefore shall be resolved.

Jammu Municipal Corporation in normal circumstances shall not allow deviation/variation in the route followed by each Hook Loader. However, if under any contingency deviation is required in route to be followed, it shall be with prior permission of the Officer In-Charge and shall be recorded by the concerned sanitary field staff for all purposes.

Even if rates for deviation/variation in the daily work are not specified in the Bill of Quantities, the Contractor shall carry out such work within the quoted rate.

48. **Correction of Defects/Deficiencies in Work**

The Contractor shall permit the Corporation's technical person(s) to check the Contractor's work and notify the Officer In-Charge and if any defects that are found, the Officer In-Charge shall give notice to the Contractor of any Defects with respect to the vehicle/work during the contract period.

Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Officer's notice.

The Officer may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Officer a compliance report.

49. **Uncorrected Defects/Deficiencies**

If the Contractor has not corrected a Defect under clause and deficiencies in works, to the satisfaction of the Officer, within the time specified in the

Officer's notice, the Officer will assess the cost of having the Defect or deficiency corrected, and the Contractor shall pay this amount, on correction of the Defect or deficiency by another agency.

50. **Force Majeure:**

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

53.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of JMC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

53.3 If a Force Majeure situation arises, the Supplier shall promptly notify JMC in writing of such condition and the cause thereof

51. **Decision of the Commissioner, JMC to be final:-**

Except where otherwise specified in the contract, the decision of the Commissioner, JMC shall be final, conclusive and binding upon the contractor on all questions relating to the meaning specifications, design, drawings, the instructions mentioned and the quality of workmanship or materials/equipments used for the works.

52. **Arbitration: -**

If at any time any doubt, question, dispute or difference whatsoever shall arise between the contractor and the corporation upon or in relation to or in connection with the contract, all such matters shall be referred to the Commissioner, JMC whose decision shall be final and binding on both the parties.

53. **Jurisdiction of Court:-**

For any dispute arising out of this contract the courts at Jammu only shall have jurisdiction.

54. **Warranty:-**

a) The Service Provider warrants that all the spares are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

b) The Service Provider further warrants that the spares shall be free from defects arising from any act or omission of the Service provider or arising from design, materials, and workmanship, under normal conditions.

- c) The warranty shall remain valid for two years after the spares, or any portion thereof as the case may be, have been delivered to and accepted at the final destination.
- d) JMC shall give Notice to the Service Provider stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof.
- e) Upon receipt of such Notice, the Service Provider shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to JMC.
- f) If having been notified, the Service Provider fails to remedy the defect within the period specified in the SCC; JMC may proceed to take within a reasonable period such remedial action as may be necessary, at the Service Provider's risk and expense.

Sd/-
Executive Engineer (Mech)
Jammu Municipal Corporation

BIDDING FORMS

A. Technical Proposal Submission Sheet

Invitation for Bid No.: _____ Date: (Insert date)

To,

Executive Engineer(Mech.)

Jammu Municipal Corporation,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: (Insert the number and issuing date of each addenda);
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery period/schedule specified in Schedule of Supply, the following Goods and Related Services:

S. No.	Description of Goods and Related services
1	Comprehensive Operation & Maintenance of 04 no. self-propelled / Mechanical Suction with conveyor system Mechanized Road sweeping Machine FOR Road Surface Cleaning for a period of 03 years & extendable by 02 years.

- (c) Our Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 5% of the Contract Price for the due performance of the Contract.
- (e) We are not participating, as Bidders, in more than one Bid in this bidding process.
- (f) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name (complete name of person signing the bid)

In the capacity of (legal capacity of person signing the bid)

Signed (signature of person)

Duly authorized to sign the Bid for and on behalf of (name of bidder) Date (Insert date of signing)

B. (Details of Turnover)

Annual Turnover Sheet		
S. No.	FY Year	Turnover (INR)

C. (Details of litigation/ Arbitration and other claims)

S. No.	Year	Name of Employer	Cause of litigation	Matter of Dispute	Disputed Amount (INR)	Whether the Award was for or against the Firm or pending

Note: Bidder must not hide any information regarding litigation or blacklisting otherwise legal action may be initiated in case of wrong information submitted by the bidder.

C. Manufacturer's Authorization

Invitation for Bid No.: _____ Date: (Insert date) To,
Executive Engineer Div-M
Jammu Municipal Corporation,

WHEREAS (Insert complete name of manufacturer) who are official manufacturers of (Insert type of goods manufactured) having factories at (Insert complete address of manufacturer) do hereby authorize (Insert complete name of bidder) to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us (insert name of goods) and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

We have repair and service facilities in India and we shall either develop our own facility or authorize a service centre at Jammu for day to day maintenance of equipment's.

Name (complete name of person signing the security)

In the capacity of (legal capacity of the person signing the security) Signed (signature)

Duly authorized to sign the Authorization for and on behalf of (complete name of manufacturer)

Date (Insert date of signing)

Note: This letter of authorization should be on the letterhead of the manufacturer and should be signed by a person with the proper authority to sign the document that is binding on the manufacturer

TECHNICAL SPECIFICATIONS FOR SUPPLY OF MACHINE OF 06 CUM CAPACITY.

Sr. No.	Parameters	Specifications
1.	Machine Type/ Technology	Self-Propelled /Mechanical Suction with conveyor system Road Sweeping Machine
2.	Minimum Sweeping Specifications	Number of Brushes: - <ul style="list-style-type: none"> • One central brush • Two no. side brushes • One extendable front brush with 180° tilt (left and right)
3.	Waste Hopper Container volume	Min. 6 cum capacity of stainless-steel material.
4.	Hopper Dumping Height	2400 millimeter (Tilt and telescopic)
5.	Dust Control	The equipment shall be fitted with water sprinkling nozzle system/casing kit for effective dust control and shall be able to filter dust particles up to PM2.5 and PM10 (certification for measurement of fine dust emission in atmosphere from an independent authorised agency to be attach).
6.	Type of dust Filter	Bag Filter
7.	Debris and waste Emptying System / Filter Cleaning system	Hydraulics
8.	Water tank capacity	Stainless steel with minimum 400 liters capacity
9.	Main Engine Power	Not less than 140 HP and not more than 160 HP
10.	Engine Standard	Euro 6C/ BHARAT (TREM) STAGE IV The offer should be duly registered in Indian Vahan portal & should comply with latest pollution norms.
11.	Type of Fuel	Diesel
12.	Fuel Tank Capacity	140 liters
13.	Minimum and Maximum Sweeping Speed (km/hr)	8 to 10 km/hr.
14.	Maximum Speed	35 to 45 km/hr
15.	Kerb Weight	7850 kilograms
16.	Turning Radius	Not less than 4850 millimeter and not more than 5200 millimeters
17.	Sweeping width with main broom	1300 mm
18.	Sweeping width with Rh + Lh side brushes	2600 mm

19.	Sweeping width with 3rd front brush Rh and Lh (180°)	3500 mm
20.	Debris and waste Emptying System	Hydraulic
21.	Minimum Ground Clearance (mm)	160 millimeters
22.	Noise Control	Not more than 110 db
23.	Cabin	Clear vision, two seats with power steering.
24.	<p>General Conditions: -</p> <ul style="list-style-type: none"> <input type="checkbox"/> The Road Sweeper Machine shall be fitted with thick brushes made up of steel/polypropylene so that it is capable of picking up big size waste and variety of refuses like leaves, littering plastic paper/paper & debris – dirt, dust, sand, rubble, silt, wet waste, bottles, small stones, human excreta, cow dung, floating matters, broken glass, pet bottles, coconut shells, bulky/ huge accumulation of solid waste, should have variable suspension etc. from the roads with speed & quality clearance etc. <input type="checkbox"/> The brush system shall be of rugged quality & strength and shall have sufficient degree of flexibility to adjust in accordance with contour of the road and enable to cleaning of paved foot path, side spaces etc. Suction shall be heavy duty and perfectly sweeps, vacuum and contain the debris and ensure only clean air goes in the environment. <input type="checkbox"/> The brush mechanism shall be provided with different speeds and shall be capable of picking and guiding the solid waste into the collection hoppers. <input type="checkbox"/> The Mechanical Road Sweeper machines shall be provided with efficient system for collection and settlement of dust i.e. preventing dust / dirt flying out in the atmosphere during operation of sweeping activity and collection of waste as well as while collection in hoppers. The machine shall be designed to exhaust only dry / clean air through system and water spray shall operate along with the brush for dust suppression as & when required. 	

Contract Forms

Annexure 1- Performance Security

Invitation for Bid No.: _____ Date: (Insert date)

To,

Executive Engineer (Mech.),

Jammu Municipal Corporation,

WHEREAS [insert complete name of Contractor/Supplier] (hereinafter "the Contractor/Supplier") has undertaken, pursuant to Contract No. [Insert number] dated [insert day and month], [insert year] to supply [brief description of the Goods and Related Services] (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Contractor/ Supplier shall furnish you with a security [insert type of security] issued by a reputable guarantor for the sum specified therein as security for compliance with the Contractor/Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned [insert complete name of Guarantor], legally domiciled in [insert complete address of Guarantor], (hereinafter "the Guarantor"), have agreed to give the Contractor/ Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor/Supplier, up to a total of [insert currency or currencies and amount of guarantee in words and figures] and we undertake to pay you, upon your first written demand declaring the Contractor/Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of [insert currency or currencies and amount of guarantee in words and figures] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. -

This security is valid until the [insert day, month, and year].

Name [insert complete name of person signing the Security]

In the capacity of [insert legal capacity of person signing the Security]

Signed [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the security for and on behalf of [insert seal and complete name of Guarantor]

Date [insert date of signing]

Annexure 2 - Structure and Organization

1	Name of the applicant:	
2	Office Address:	
3	Telegraphic Address:	
4	Telephone Numbers:	
5	Fax Number:	
6	Date and location of establishment:	
7	The applicant is: a) An individual b) A proprietary firm c) A partnership firm (if yes, give name and address of each of the partners) d) Private Ltd. / Public limited co.	
8	In case of limited/Pvt. limited (Attach the Article of memorandum along with organizational chart showing the structure of the organization including the names of the Directors and position of the Officers):	
9	Number of years of experience in waste management field:	
10	How many years have your organization been in this business under the present name? What were the fields when your organization was established? Whether any new fields were added in your organization? And if so, when:	
11	Were you ever required to suspend the work for a period of more than six months continuously after you started? If so give the names of projects and reasons:	
12	Have you ever not completed any assignment given to you? (If so, give name of project and reasons for not completing the work):	
13	In how many of your project were penalties imposed for delays? Please give details:	

Signature of the Applicant

Annexure - 3 Key Personnels

Details of key technical and Administrative Personnel with the applicant and those that would be assigned to the work.

A.	Details of the Board of Directors / Partners	
	a) Name of the Director / partner	
	b) Organization	
	c) Address	
	c) Address	
B.	Key Technical and administrative personnel / Authorized signatory	
	a) Individual's name	
	b) Qualifications	
	c) Present position of office	
	d) Professional experience and details of works carried out	
	e) Year with the applicant	
	f) How the individual would be involved in the Contract	
C.	Remarks	

Signature of the Applicant

Annexure 4 - Details of related works completed for the last three years

1	Name of work	
2	Place	
3	Total cost of work	
4	Brief description of related works including principal features and quantities of main items	
5	Period of completion	
	a) Originally stipulated time limit	
	b) Extended time limit	
	c) Actual time taken to complete the work	
	d) Reasons for non - completion of work in stipulated time limit / extended time limit	
6	Name of applicant's Engineer-In-charge of the work	
7	Were there any penalties / fines / stop notices / compensations / liquidated damages imposed? (Yes / No) (If yes, give amount and explanation)	

Certificate from the Owner/Employer in successful execution of work to be furnished.

Signature of the Applicant

Annexure 5 - Financial Statement

Information regarding financial standing of the applicant

S. No.	Details	Amount (Rs. in Lakhs)	Remarks
(1)	(2)	(3)	(4)
1	Income tax returns (last 3 years)		
2	Profit & Loss Statement (Last 3 years)		
3	Balance Sheet showing turnover (last 3 Please attach years)		
4	Last five-year turnover certificate certified by CA.		
5	Auditor's Report including net worth		

Signature of the Applicant

Annexure 6 - List showing relative of the applicant working in JMC

S. No.	Name of Employee	Relationship with the Applicant	Name of the Relation who are near relatives to Officers mentioned in col. 2	Remarks
(1)	(2)	(3)	(4)	(5)
1				
2				

Signature of the Applicant

Annexure 7 - Information regarding current litigation/black listing

S. No.	Name of the Contract	Name of the Contract	Organization	Details of litigation
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				

The contractor shall be disqualified if bidder hides litigation/ black listing.

Signature of the Applicant

Annexure 8 - Additional Information

Please and any further information, which the applicant considers necessary in regard to the capabilities.

(Please give a brief a brief note indicating why the applicant considers himself eligible for prequalification for the work.)

Signature of the Applicant

BILL OF QUANTITY**Rate shall be quoted in on line BOQ Only**

S. No.	Description	Qty	Unit	Rate in ₹	Amount in ₹
I	II	III	IV	V	VI
1	Comprehensive Operation & Maintenance of 04 no. self-propelled / Mechanical Suction with conveyor system Mechanized Road sweeping Machine FOR Road Surface Cleaning for a period of 03 years(extendable for another 02 years subjected to satisfactory performance on ground).	04	Per month		

Sd/-
Executive Engineer (Mech.),
Jammu Municipal Corporation