

# REQUEST FOR PROPOSAL

Supply, Installation, Operation & Maintenance of 10 No's  
Reverse Vending Machines for PET Bottles at various  
locations in Vijayawada

For

VIJAYAWADA MUNICIPAL  
CORPORATION



## BIDDING SCHEDULE

PARTICULARS	REMARKS										
Tender Notice No.	Reverse Vending Machines for PET Bottles										
Date & Time for submission of Bid	04-10-2019 @ before 3.00 PM										
Pre-Bid clarifications	For clarifications of Bid Purposes, the queries should be sent to VMC in the following format (preferably in excel file) through email at <a href="mailto:ourvmc@yahoo.com">ourvmc@yahoo.com</a> & <a href="mailto:engineeringvmc@gmail.com">engineeringvmc@gmail.com</a> with the subject mentioning the RFP reference and Agency/Company name.										
	Company Name										
	<table border="1"> <thead> <tr> <th>S.no</th> <th>RFP Page</th> <th>Relevant Section</th> <th>Relevant Content of RFP</th> <th>Agency Query/ Clarification</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S.no	RFP Page	Relevant Section	Relevant Content of RFP	Agency Query/ Clarification					
	S.no	RFP Page	Relevant Section	Relevant Content of RFP	Agency Query/ Clarification						
By 26 -09-2019											
Date & time of opening of Technical Bids	04-10-2019 @ 5.00 PM										
Date & time of opening of Financial Bids	After Evaluation of Technical Bids										
Tender Fee	Rs. 10,000/-										
Earnest Money required	Rs. 1,25,000/-										
Bid validity	180 days										
Address for Commissioner	The Commissioner, Vijayawada Municipal Corporation. Canal Road, Jawaharlal Nehru Buildings, Vijayawada, Andhra Pradesh 520001										

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## 1 Disclaimer

The information contained in this Tender is being provided by VMC for the purposes of enabling the Bidders to participate and submit a Bid in response to this Tender for supply of *10 numbers of Reverse Vending Machines for PET Bottles under CSR initiative to be provided at Various locations in Vijayawada* titled under name of work as **“Supply Installation, Operation & Maintenance for three year of Reverse Vending Machines for PET Bottles at various locations around Vijayawada City”**. In no circumstances shall VMC, or its respective advisors, consultants, contractors, servants and/or agents incur any liability arising out of or in respect of the issue of this Tender, or the Bidding Process.

The objective of the Bid document is to provide the prospective Bidder(s) with all relevant information to assist the formulation of proposals or bids.

This Tender may not be appropriate for all persons, and it is not possible for the VMC, its employees or advisors to consider the investment objectives, financial situation and needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own due- diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.

Nothing in this Tender shall be construed as legal, financial or tax advice. VMC will not be liable for any costs, expenses, however so incurred by the Bidders in connection with the preparation or submission of their Bid. VMC reserves the right to amend this Tender or its terms and any information contained herein or to cancel the Bidding Process or altogether abandon the Project at any time by notice, in writing, to the Bidders. Further, it may in no event be assumed that there shall be no deviation or change in any of the herein-mentioned information.

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

Laws of the Republic of India are applicable to this Tender.

Each Bidder’s acceptance of delivery of this Tender constitutes its agreement to, and acceptance of the terms set forth in this Disclaimer. By acceptance of this Tender, the recipient agrees that this Tender and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter thereof.

## 2 Notice Inviting Tender

- 1 The proposal shall be submitted in two parts which are invited by VMC for Design, supply and installation of 10 numbers of Reverse vending Machines for PET Bottles under CSR initiative to be provided at various locations around Vijayawada titled under name of work as "Design, Supply, Installation, & three-year Operation & Maintenance of Reverse Vending Machines for PET Bottles at various locations around Vijayawada City."

### 2 Format and Singing of proposal

Part "A" Technical Proposal

Part "B" Financial Proposal

The proposals shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized by the bidder.

Any interlineations, erasures or over writing shall be valid only if they are initialed by the person or persons signing the Proposal prior to submission of the Proposal.

### 3 Submission of Proposals Packing, Sealing and Marking of Proposals

a) The Technical Proposal (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with bidder's name and address in the left-hand corner of the envelope and super scribed in the following manner.

#### **PART A**

TECHNICALPROPOSAL for Selection of vendor to Supply, Testing, Commissioning and operationalizing of 10 No's Reverse Vending Machines for PET Bottles at various locations in Vijayawada.

#### **PART B**

FINANCIALPROPOSAL for Selection of vendor to Supply, Testing, Commissioning and operationalizing of 10 No's Reverse Vending Machines for PET Bottles at various locations in Vijayawada.

- 4 Both the Envelopes i.e. Envelope for Part-A and Envelope for Part-B must be packed in a bigger sealed outer cover and clearly super scribed with the following:

**PROPOSAL for Selection of vendor to Supply, Testing, Commissioning and operationalizing of 10 No's Reverse Vending Machines for PET Bottles at various locations in Vijayawada.** The Bidder's Name & Address shall be mentioned in the left-hand bottom corner of the outer envelope.

- 5 The envelopes shall be addressed to VMC, VIJAYAWADA at the following Address

The Commissioner,  
Vijayawada Municipal Corporation,  
**Canal Road, Jawaharlal Nehru Buildings, Vijayawada, Andhra Pradesh  
520001**

- 6 The Tender shall remain open for acceptance for 180 days from the date of opening of Tender.

- 7 VMC Reserves the right to reject any/all Tenders without assigning any reason and shall not be bound to accept lowest Tender.

### 3 Instructions to tenderers

- i. Note: It is mandatory for each bidder to quote rates in the tender as per the specification of Reverse Vending Machines for PET Bottles along with O&M for three years.
  - ii. The intending bidder should have visited the Project Area on its own and have the firsthand knowledge of the prevailing site conditions of the Project Area. Project Area means *the locations where installation of machines shall propose*. Tentatively List of locations where machines shall be installed will be communicated shortly. Further location can be shifted or added or removed depend on following factors which decided on execution stage between the bidder and VMC.
  - iii. The site for execution of the work will be made available as soon as the work is awarded. In case, it is not possible for the VMC to make the entire site available on the date of award of the work, the Applicant shall arrange his working Program accordingly. No claim, whatsoever, for not making available the actual site area on award of the work or making available the site in parts will be tenable. The Applicant may satisfy himself regarding site, availability of land and accessibility of the sites etc.
- 3.2 All documents enclosed, in support of Technical Criteria mentioned in **Pre-Qualification Bid**, should be self-attested. VMC reserves the right to ask for original documents for verification and additional documents found necessary during scrutiny.
- 3.3 The submission of any offer connected with this Tender document shall constitute an undertaking that the Tenderer shall have no cause for and claim, against VMC for rejection of the offer. VMC shall always be at liberty to reject or accept any offer at his sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against VMC.
- 3.4 The Bidder shall prepare and submit hard copy of One (1) copy of the Technical Proposal along with supporting document; and submit at the address mentioned in Bidding Schedule along with the original EMD on the date and time as mentioned. Uploaded documents of Technical Bid submitted by Bidders will be verified with the original submitted in the hardcopy submission.
- 3.5 The offer shall be kept valid for acceptance for a minimum period of 180 (One Eighty) days from the date set for opening of Tenders.
- 3.6 Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by VMC to the Tenderer. While the offers are under such consideration, Tenderers and or their representatives or other interested parties are advised to refrain from contacting VMC by any means. If necessary, VMC will obtain clarifications on the offers by requesting for such information from any or all the Tenderers, in writing, as may be considered necessary. Tenderers will not be permitted to change the substance of their offers after the offers have been opened.
- 3.7 TENDER EVALUATION/SYSTEM OF AWARD OF CONTRACT.

- 3.7.1 During Tender evaluation, VMC may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and response shall be in writing, and no change in the price or substance of the Tender shall be sought, offered or permitted in response.
- 3.7.2 Financial Bid.
- a) Financial bidding will be in terms of landed rate to VMC inclusive of GST, Taxes, transportation and installation location wise. L1 shall be arrived at based on the Landed rate to VMC, inclusive of the cost of Supply and O&M for Three years.
  - b) The tender would be awarded to the lowest bidder (L1) for Supply & O&M of Reverse Vending Machines for PET Bottles.
  - c) In case of two or more firms quoting the same rates, the firms will have to furnish their fresh quotes in sealed envelope and the quotes will be opened in front of the bidders.
- 3.8 **Rates:** The Tenderers should quote rates inclusive of Taxes or any other statutory levies applicable on the item(s) and freight, GST or any other expenses for delivery of item(s) at the destination(s), installation cost. The firm should submit the tax invoice bill of respective state in which supply is made to claim setoff.
- 3.8.1 VMC may waive any minor nonconformity, or irregularity in a Tender document that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 3.8.2 Prior to the detailed evaluation, VMC will determine whether each Tender document is Complete, and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Tender Documents without material deviations, exceptions, objections, conditionality's, or reservation. Material deviation, exception, objection, conditionality, or reservations.
- a) One that limits in any substantial way the scope, quality, or performance of the product/material/materials.
  - b) One that limits, in any substantial way that is inconsistent with the Tender documents, VMC rights or the successful bidders' obligations under the contract; and
  - c) One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.
- 3.8.3 If a bid is not substantially responsive, it will be rejected by VMC and may not subsequently be made responsive by the bidder by correction of the nonconformity. VMC's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by VMC in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted, in response.

### **3.9 Earnest Money & Tender Fee Deposit**

- 3.9.1 EMD in shape of Demand Draft/Pay order from any scheduled Financial Bank in favor of The **Commissioner, Vijayawada Municipal Corporation**, payable at VIJAYAWADA for Rs.1,25,000/- only is to be furnished by the bidder along with the technical proposal. Proposal without the requisite EMD shall be treated as non-responsive and rejected. No exemption from submission of EMD is allowed.
- 3.9.2 The EMD submitted by unsuccessful bidders will be discharged / returned as promptly as possible as but not later than 30 days after the expiration of the period of Proposal validity

specified in this RFP. Noninterest will be paid on the EMD amount

- 3.9.3 The Earnest Money of firms other than L1 will be refunded without interest. However, the EMD of lowest bidder (L1) shall remain deposited with VMC for a period of 180 days from the date of opening of the Tenders or till date of issue of Letter of Award.
- 3.9.4 No interest shall be payable by VMC on the Earnest Money Deposit.
- 3.9.5 The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates form the tender in any respect within the period of validity of his offer.
- 3.9.6 The Earnest Money of the successful Tenderer (L1) will be retained and additional amount will need to be deposited as Performance Guarantee equal to 10% of the value of contract within 7 working days of receipt of the confirmed order. Performance Bank Guarantee should be released after expiry of 12-month warranty period to the lowest bidder. The contractor shall submit separate Performance BG of amount equivalent to the 10% of the first year of O&M contact amount, which shall be released after completion first year of O&M Contract successfully and after submission of Performance BG equivalent to 10% towards the second year of O&M Contract amount. The Second-year performance BG shall be released after completion second year of O&M Contract Successfully and after submission of Performance BG equivalent to 10% towards the third year of O&M Contract amount and third year performance BG shall be released after completion third year of O&M Contract.
- 3.9.7 The Tenderer shall supply the accepted part/whole quantity at the accepted rate.
- 3.9.8 Tenders are not transferable. VMC reserves the right to reject or accept any tender in whole or in part because of credential, technical capability, past performance or any other evaluation criteria to ensure uninterrupted supply of material. The decision of VMC in this regard will be final and VMC is not liable to assign any reasons for the decision.
- 3.9.9 Tenderers are invited to quote their rates on the enclosed format provided in Financial Bid in accordance with the above instructions and all the conditions of contract. The Tenderers must ensure that the conditions laid down for submissions of offers detailed in the preceding paras are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may summarily, be rejected.
- 3.9.10 NOTIFICATION OF AWARD BY ISSUANCE OF "LETTER OF AWARD": After determining the successful bidder, VMC shall issue Letter of Award (LOA). The successful bidder shall submit letter of acceptance within 10 days as specified by VMC.
- 3.9.11 WRONG INFORMATION BY THETENDERER: If it is discovered at any point of time that the bidder has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of this bid, the bid will be cancelled by the VMC. In such an event, the bidder will not be entitled to any compensation whatsoever, or refund of any other amount paid by him and bidder shall be debarred for a period of one year for participation in all future projects of VMC.
- 3.9.12 The costs of preparing the bid document including visits to the office of VMC are not reimbursable.
- 3.9.13 It is the responsibility of the bidder to understand all aspects of the Tender and to obtain



clarification if necessary, before submitting their quotes.

3.9.14 For any question concerning the contract terms and condition in the tender please contact: Vijayawada Municipal Corporation, Canal Road, Jawaharlal Nehru Buildings, Vijayawada, Andhra Pradesh. Tel: 9866897639,9866514141 Email ourvmc@yahoo.com, engineeringvmc@gmail.com

#### 4 General Conditions of Contract (Supply of Materials)

##### 4.1 Definitions and Interpretation

- i. **“Consignee”** means where the materials are required by the acceptance of Tender to be dispatched by rail, road, air or steamer, the person specified in the Acceptance of Tender to whom they are to be delivered at the destination; where the materials are required by the acceptance of Tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other persons; and in any other case the person to whom the materials are required by the acceptance of Tender to be delivered in the manner therein specified.
- ii. **“Contract”** means and includes the invitation to Tender, instructions to Tenderers, Tender, acceptance of Tender, General Conditions to Contract, Special Conditions of Contract, and the other conditions specified in the acceptance of Tender and includes a repeat order which has been accepted or acted upon by the / for the Manufacturer/Suppliers and a formal agreement, if executed.
- iii. The **“Manufacturers/ Suppliers”** means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the parties successors (approved by VMC) representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract.
- iv. **“The Inspecting Officer”** means the person specified in the contract for Inspection of materials or services under the contract and the is an officer authorized by VMC.
- v. **“Particulars”** include (a) Specifications (b) Any other details governing the construction, manufacture or supply of materials as may be prescribed by the contract.
- vi. **“The Purchaser”** means the Vijayawada Municipal Corporation (VMC).
- vii. **“Purchase Officer”** means the officer signing the acceptance of the Tender and includes any officer who has authority to execute the relevant order as part of the contract on behalf of the Purchaser.
- viii. **“Materials”** means the goods specified in the contract which the Manufacturer/Supplier has agreed to supply under the contract.

- ix. **“Test”** means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the inspecting Officer or any agency acting under the direction of the Inspecting Officer.
- x. **“Unit”** and **“Quantity”** means the unit and quantity specified in the contract.
- xi. The **“delivery of the materials”** shall be deemed to take place on delivery of the materials in accordance with the terms of the contract, after approval by the VMC Official or his representative if so provided in the contract, to
  - a) The consignee at his premises; or
  - b) Where so provided the interim consignee at his premises; or
  - c) A carrier or other person named in the contract for transmission to the consignee.  
or
  - d) The consignee at the destination station in case of contract stipulating for delivery of materials at destination locations.

4.2 Reference to any Statute or Statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

4.3 Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from where the acceptance of the Tender has been issued.

4.4 Any notices required to be given under this agreement/contract shall be in writing and shall be deemed to have been served if sent by registered/ airmail /courier post correctly addressed to the Parties to this Contract.

4.5 Words importing the singular shall include the plural and vice versa, words importing any gender shall include all other genders, words importing persons shall include bodies corporate, unincorporated associations and partnerships and vice versa. References to whole shall include the part and vice versa.

4.6 In the case of any dispute regarding the quantity, decision of the Commissioner VMC shall be final.

4.7 The heading of these conditions shall not affect the interpretation or construction thereof

#### 4.8 General

4.8.1 **PARTIES:** The parties to the contract are the *Manufacturer/ Supplier* and the *Purchaser*.

4.8.2 **Authority of person signing the contract on behalf of the Manufacturer / Supplier.** A person signing the Tender or any other document in respect of the Contract on behalf of the manufacturer / supplier without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Manufacturer/Supplier. If it is discovered at any time that the person so signing has no authority to do so,

VMC may, without prejudice to any other right or remedy of VMC, cancel the contract and make or authorize making of a purchase of the materials at the risk and cost of such person, and hold such person liable to VMC for all costs and damages arising from the cancellation of the contract including any loss which VMC may sustain because of such purchase.

4.8.3 Address of the Manufacturer / Supplier and notices and communications on behalf of VMC.

- a) For all purposes of the contract, including arbitration there under, the address of the Manufacturer/Supplier mentioned in the Tender shall be address to which all communications addressed to the Manufacturer/Supplier shall be sent, unless the Manufacturer/Supplier has notified change by a separate letter containing no other communication and sent by registered post acknowledgment due to VMC. The Manufacturer/Supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.
- b) Any communication or notice on behalf of VMC in relation to the contract may be issued to the Manufacturer/Supplier by the VMC official and all such communications and notices may be served on the Manufacturer/Supplier either by registered posts or under certificate of posting or by ordinary post or by courier or by hand delivery at the option of such officers.

4.8.4 **CONTRACT:** This contract is for the supply of the materials and O&M of the description, specifications and in the quantities set forth in the contract/ acceptance of the Tenders on the date or dates specified therein. Unless otherwise specified, the materials shall be entirely brand new and of the best quality and workmanship to the satisfaction of the In-charge/ Inspecting Officer authorized by VMC.

4.8.5 Any variation or amendment of the contract shall not be binding on VMC / Manufacturer / Supplier unless and until the same is duly endorsed on the contract incorporated in a formal instrument (Rider Agreement) or in exchange of letters and signed by the parties.

4.8.6 Each party shall undertake with the other to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of the Contract/Agreement.

4.9 **BID EARNEST MONEY (EMD):**

4.9.1 An EMD amount (Rs1,25,000) is needed to be submitted at time of submission of bid document through the mode as specified in the tender document.

4.9.2 EMD of the tender amount submitted at the time of depositing the tender. The remaining amount of the Performance Guarantee (Total of 10% of the contract value of supply in shape of Demand Draft or Bank Guarantee) would need to be submitted by the company after 10 days of issuance of Letter of Award (At the time of concluding agreement).

4.9.3 The Performance Guarantee 10% of the supply contract value shall remain with VMC till the end of warranty Contract Period i.e. one year. The contractor shall submit separate Performance BG of amount equivalent to the 10% of O&M.

4.9.4 If the Party, having been called upon by VMC to furnish Performance Guarantee fails to make and maintain a Performance Guarantee within the specified period, it shall be lawful for VMC.

4.9.5 No claim shall lie against VMC in respect of interest on Performance Guarantee or depreciation thereof.

4.9.6 VMC shall be entitled and it shall be lawful on his part to forfeit the said Performance Guarantee in whole or in part in the event of any default, failure or neglect on the part of the Manufacturer/Supplier in the fulfillment or performance in all respect of the contract under reference or any other contract with VMC or any part thereof to the satisfaction of VMC and VMC shall also be entitled to deduct from the said deposits any loss or damage which VMC may suffer due to any act or other default, recoverable by VMC from the Manufacturer/Supplier in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Manufacturer/Supplier to maintain the said Performance Guarantee at its original limit by making further deposits, provided further that VMC shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Manufacturer/Supplier under this or any other contracts with VMC.

#### **4.10 EXECUTION OF CONTRACT:**

4.10.1 The manufacturer/Supplier shall deliver the material at destination as per Technical Specifications strictly according to the Specifications intimated by VMC Official and install them in consultation with VMC during the currency of contract within agreed upon / reasonable period.

#### **4.11 QUALITY CONTROL & INSPECTION**

4.11.1 It is the responsibility of the successful bidder to ensure that product quality is maintained to specification requirements; Product received may be randomly tested. However, should a product fail to meet the specific standard, the supplier will be responsible for all expenses incurred in testing and return of defective material. In case of discrepancies the decision of VMC must govern.

4.11.2 VMC reserves the rights to inspect the Reverse Vending Machines for PET Bottles just before delivery by team of experts of VMC in terms of its effectiveness in fulfilling the specification mentioned in the Tender Document.

4.11.3 The Bidder will be deemed to have satisfied himself as to all the conditions and circumstances affecting the contract price (e.g. as to the general circumstance at the site(s) of the work, the general labor position at the site, the availability of construction material, water, electricity, the transport conditions, the climatic and meteorological conditions) and to have fixed his prices according to his own view about these.

#### **4.12 TIME FOR AND DATE OF DELIVERY AND INSTALLATION AT THE LOCATIONS OF VIJAYWADA.**

4.12.1 On delivery of the material at the VMC premises, the VMC Official or his representative will inspect the supply and check the supply if it is in accordance with the specifications and approved sample. After proper installation of the machine, the delivery challan/invoice of the manufacturer / Supplier will then be duly stamped and signed by the VMC representative as the actual quantity taken over from the Manufacturer/Supplier.

4.13 The whole order should be executed in the most approved and workman like manner to the entire satisfaction of VMC and any authorized representative of the VMC shall have the power to reject any of the supply which he may disapprove of as not conforming to the specifications

and stipulations mentioned herein. The manufacturer/Supplier will be required to remove the rejected supplies immediately and replace the stocks at the time of rejection. If not removed during the specified time, VMC shall have the right to dispose of the rejected supplies at the manufacturer's / Supplier's risk and on this account.

4.14 No consignment shall be treated as having been supplied until and unless it has been accepted by the consignee and the decision of VMC about quality or quantity of supplies delivered shall be final and VMC shall be entitled to reject any or all the supplies unsuitable.

4.15 The manufacturer/Supplier should submit warranty certificate of 12 Months mentioning "WE HEREBY CERTIFY THAT ITEMS MENTIONED IN THE CHALLANS/BILLS ARE WARRANTED TO BE OF THE NATURE AND QUALITY WHICH THESE PURPORT TO BE" with each supply.

4.16 The supply will be accompanied with challans in quadruplicate and original will be returned to you duly signed by the authorized representative of the concerned catering unit.

4.17 The Manufacturer/Supplier shall as may be required by VMC deliver F.O.R. at the place/places detailed in the contract, the quantities of the materials detailed therein, and the materials shall be delivered or dispatched not later than the dates specified in the delivery schedules issued as per requirement by VMC. The delivery will not be deemed to be complete until and unless the materials are inspected and accepted by the VMC Official/inspecting officer as provided in the contract/acceptance of the Tender.

4.18 **Defects in Shipped Goods and Services:**

Products, commodities and services must be free from defects, imperfection and deficiencies that may affect operation appearance and serviceability. In all not covered by this specification and tender document, production must be in accordance with good commercial practice. Material not defined here must be of the best commercial quality and suitable for purpose intended.

4.19 **Penalty Clause:**

In case of failure on the part of supplier/manufacturer/authorized distributor to make supplies/delivery within time stipulated in the work order, penalty shall be imposed at the rate of ½ % (half percent) per week of delay toward un supplied/ delay quantity subject to a maximum limit of 10 % of the cost of undelivered/delayed quantity of goods.

All the complaints/escalations must be attended with in 48 hour and final & complete rectification of the defects within 72 hours to be ensured failing which successful bidder shall be penalized to pay an amount. Rs 500/- to VMC per day till the machine get back in working condition. The penalty will be deducted from O&M cost.

4.20 **PACKING**

4.20.1 The Manufacturer / Supplier shall pack at his own cost the materials sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract to ensure their being free from loss or damage on arrival at their destination.

4.20.2 Unless otherwise, provided in the contract all containers (including packing cases, boxes, tins, drums and wrappings) in which the materials are supplied by the Manufacturer/Supplier, shall be considered as non-returnable and their cost as having been included in the contract price.

4.20.3 All markings shall be carried out with such material as may be found satisfactory by VMC about quickness of drying, fastness and indelibility.

4.20.4 The Inspecting Officer may reject the materials if the materials are not packed and/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the materials by the Inspecting Officer shall be final and binding on the Manufacturer/Supplier.

4.21 **WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED:**

4.21.1 Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, VMC shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from security, if any, deposited by the Contractor and for the purpose aforesaid, VMC shall be entitled to withhold the said cash Performance Guarantee or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claims. In the event of Performance Guarantee or the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, VMC, shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with VMC pending finalization or adjudication of any such claim.

4.21.2 It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by VMC will be kept withheld or retained as such by the Purchase till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court.

4.21.3 Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable there under by VMC from the Manufacturer/Supplier, shall be decided by VMC, whose decision thereon shall be final and binding on the Manufacturer/Supplier.

4.22 **INDEMNITY**

The Manufacturer / Supplier shall always indemnify VMC against all claims which may be made in respect of the materials for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against VMC, shall notify the Manufacturer/Supplier of the same and the Manufacturer/Supplier shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

4.23 **FORCE MAJEURE**

Neither party shall be liable for failure to perform or delay in performing any obligation under this.

Contract if the failure or delay is caused by any circumstances beyond its control, including but not limited to acts of God, war, civil commotion or industrial dispute. If such delay or Failure continues for at least 30 days, the party not subject to force majeure shall be entitled to terminate the contract by notice in writing to the other.

4.24 **CORRUPT PRACTICES:**

Manufacturer / Supplier are expected to observe the highest standard of ethics during the execution of this contract. If the manufacturer/Supplier has engaged in corrupt or fraudulent

practices, in competing for or in executing the contract, VMC may, after given notice to the manufacturer/supplier, terminate the Contract. In pursuit of this policy, VMC:

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
- I. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
  - II. "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of VMC and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive VMC of the benefits of free and open competition.
- b) Will reject a proposal for award if it determines that the Tendered being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

**4.25 ARBITRATION & LAW:**

In the event of any dispute or difference arising under these conditions of Contract or in connection with this Contract (except as to any matters, the decision of which is specifically provided for by these or the special conditions) the same will be resolved by Arbitration, as per the provisions of "The Arbitration and Conciliation Act – 1996" or any modifications thereof. The event shall be referred to the sole arbitration of an Officer or other person, jointly nominated by Commissioner, VMC & Supplier/Bidder to be arbitrator however will not be one of those who have had one opportunity to deal with the matters to which the contract relates or who in the course of their duties have expressed views on all or any of the matters under dispute of difference. The award of arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration shall be at Vijayawada. The Arbitration Fee shall be shared between the Bidder and VMC equally.

**4.26 JURISDICTION OF COURT:**

The Courts at Vijayawada shall have the jurisdiction.

- 4.27 Manufacturer / Supplier will indemnify VMC administration for all losses and damages which may arise out of the agreement.

**4.28 EVENTS OF DEFAULT**

In the event of any breach of the said terms and conditions of the Contract, the VMC shall be entitled to forfeit the whole or the part of the Performance Guarantee besides terminating or revoking the contract.

VMC may initiate process for termination of Contract in the following event of default:

- a. Breach of any of the terms or conditions or obligation of contract on part of Manufacturer/supplier/his employees/agents.
- b. Any major material alteration in the agreed upon specification (if any) of the product to be supplied without the authorization of VMC and / or competent authority.
- c. VMC at their discretion may call for any record to satisfy them regarding supply of material. The manufacturer / Supplier shall provide every help/document related to VMC, failing which it may amount to breach of condition of the contract.

- d. The Manufacturer / Supplier being adjudged bankrupt/insolvent, or a trustee/receiver being appointed on the Manufacturer /Supplier.
- e. Repudiation of agreement by Manufacturer / Supplier or otherwise evidence of intention not to be bound by the agreement.
- f. Persistent closure of business by Manufacturer /Sub-Manufacturer / Supplier for consecutive 45 days or more in any business year.
- g. VMC at their discretion may call for any record to satisfy them regarding the supply and Manufacturer/Supplier will provide every help failing which it may amount to breach of condition of the Contract.

**4.29 CONSEQUENCES OF DEFAULT:**

If the Manufacturer/Supplier shall omit to perform and observe any of terms ,conditions, obligations herein contained which by this agreement are to be observed and performed by the Manufacturer/Supplier, then it shall be lawful for the VMC any time thereafter to terminate the Contract agreement and forfeit the Performance Guarantee SUBJECT HOWEVER to the VMC having given to the Manufacturer / Supplier (15 )days prior notice in writing to remedy or make good such breach and in spite of such notice the Manufacturer/ Supplier having failed to remedy the breach. Upon termination of this Contract agreement as aforesaid, the Manufacturer / Supplier shall take away its entire belongings if any lying at the VMC premises within a given timeframe.

**4.30 MISCELLANEOUS:**

- a) Any notice to be served on the manufacturer's / Supplier's shall be deemed to be sufficiently served if delivered at or sent by registered post addressed to the Manufacturer/Supplier at their registered office or last known place of business. Any notice to be served by the manufacturer/ Supplier on VMC shall be deemed to be sufficiently served if, delivered/sent by registered post addressed to the Commissioner Vijayawada Municipal Corporation.
- b) Till the formal agreement is signed between manufacturer/Supplier and VMC, this Tender document will be an agreement between the manufacturer/Supplier and VMC. The terms & conditions of the Tender document will be binding on both the parties.
- c) The manufacturer/Supplier shall maintain full records pertaining to supply of material to Purchaser (e.g. accounts, voucher, bills etc.) and make it available for inspection to VMC.
- d) VMC Administration will not be liable to the Manufacturer / Supplier for anything that may happen to the Party commodities until the same pass into the physical possession of the VMC or O&M person and are accepted by them.
- e) **General Conditions of Contract (GCC):** The General conditions of Contract for supply shall apply to the contract for supply of the material mentioned in the Financial Bid. The General Conditions of Contract (for supply of materials) shall apply except for the



provisions mentioned therein-special conditions. Where Special conditions differ from the General Conditions, the Special Conditions shall override the General Conditions.

## 5 Special Conditions

### 5.1 PRICE:

5.1.1 The rates quoted should be firm, inclusive of all taxes, rates or duties whatsoever payable to the Government or any other statutory body, inclusive also of packing and all other incidental charges and Installation. The GST Tax invoice should be with respective state in which supply is made to claim set off. The bidder will be liberty to sell plastic flakes collected and has Advertisement Rights on two sides of Machines. **The firm should quote the yearly Operation & Maintenance (O&M) separately after considering these liberties and the same shall be taken into consideration while quoting the O&M Price.**

5.1.2 The GST, General tax or any other charge, rate, tax etc. that will be payable shall be paid by the manufacturer direct to the authorities concerned. It will be his responsibility to ascertain the amount of such tax, charge or rate so payable. In case VMC is required or forced by the GST Authorities or any other authority to pay any Taxes, charges etc. the manufacturer will immediately on receipt of intimation to this affect from VMC reimburse the VMC in full amount so paid. The adequacy or the correctness of the amount so paid will not be challenged by the manufacturer but he will get all such doubts clarified directly from the authorities to whom or from office, in which VMC has paid such taxes, charges or rates. Any further additional state / central government levy that may come in future will also be paid by the manufacturer.

5.1.3 The manufacturer/supplier shall quote in the Tender the lowest rates of each item, which he is selling in the market and/or offering to the VMC for supply so that the same may be compared with that of the products of other manufacturers while considering the offers.

5.1.4 The rates quoted for the product to be supplied to VMC by the manufacturer / supplier in the Tender should not be higher than the rates of the same product and quantity adopted for the local market or government contract.

**5.2 PERIOD OF CONTRACT:** Period of Supply & Installation of Reverse Vending Machines for PET Bottles shall be within 30 days from the date of issue of LOA.

### 5.3 SYSTEM OF PAYMENT:

5.3.1 Payment will be made at the accepted rates to the respective supplier.

5.3.2 Payment will be arranged after necessary check by the nominated Officer of VMC.

#### 5.3.3

- i. 50 % payment shall be released after the receipt of Requisite machines (with complete mechanical/electrical component) at place designated by VMC and machines shall be duly checked and inspected by Engineer-in-charge.
- ii. 30% payment will be released after installation and commissioning of machines.
- iii. Final 20% shall be released after satisfactory working of machines for three months.

5.3.4 Payment will be released by Cheque / NEFT to the manufacturer/Supplier subject to recoveries if any by way of liquidated damages or any Other charges as per terms & conditions of contract in the following manner.

- i. The bills should reflect applicable GST or any other taxes separately.
- ii. The supplier shall not claim any interest on payments under the contract.

#### **5.4 FINACIAL BIDDING:**

5.4.1. No employee of the VMC or a member of his/her family may submit Tenders. Family means husband, wife or children.

5.4.2. The VMC Administration reserves the right before or after awarding of the contract at any time to satisfy itself regarding the process of manufacturer/Suppliers, the quality and the value of ingredients used the hygienic condition. The issue of a manufacturing or any other license by the local or other health authorities or any other authority as per the extant law shall be no bar to the VMC Administration satisfying itself regarding the item.

5.4.3. VMC officials or any committee on behalf of VMC may visit the premises of the manufacturer/Supplier before or at any time during the currency of contract in case of award of contract.

#### **5.5 GENERAL**

5.5.1. The manufacturer should provide good quality product as per specification.

5.5.2. Payment will be made on actual quantity of material received and its installation in usable condition at the ear marked locations.

5.5.3. Certificates/permissions–The Manufacturer/supplier will obtain necessary certificates/permissions as required by law such as Licenses, etc. In case of any offense on the item sold, Supplier will be solely responsible for its penalty and consequences.

5.5.4. The material to be supplied should be in good packing condition. The packing should be such that the original shape and size is not affected during transit.

5.5.5 The Delivery period should be 5-7 weeks.

5.5.6 Credentials of associated agencies to be provided to ensure safe disposal of flakes collected by the agency.

#### **5.6 Enhancement or Reduction of Quantities**

The Purchaser shall be at liberty to reduce or increase the quantity mentioned in the purchase order up to a maximum extent of 25 % without assigning any reasons. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the purchase order. Any such change in quantity shall have no impact on the rates mentioned in the purchase order for any such item.

5.7 **Warranty:** The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants

that the goods supplied under the contract shall have no defects arising from design, materials (except when the design adopted, and / or the materials used are as per the purchasers/consignee's specification) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under conditions prevailing in India. Warranty/defect liability period will be 12 months from the date of installation at site for each machine.

**5.8 Operation & Maintenance (O&M) of subject equipment:**

- a) The cost of Operation & Maintenance (O&M) includes
- Spare parts and accessories, preventive maintenance including testing & calibration as per technical/service /operational manual of the manufacturer.
  - Development of one technician (full time) for the said contract (Additional Labor if required) for ensuring running of all machine and timely repair of machines as well.
  - Deployment of adequate manpower to create public awareness about the Reverse Vending Machine for PET bottles and to ensure that the machine functioning.
  - The Operation Hours of machine shall be 12 Hrs.
  - Upgrading the system, as per requirement
  - Proper disposal of waste (PET Bottles & Cans) to the Recyclers. Revenue shall remain with the Bidder. The same may be considered while quoting the O&M Cost.
  - Cost attached to all other reward (local/print out and cost of chocolate will be borne by bidder.
  - Advertisement Rights shall lie with the successful bidder. Front Bottom Panel of the Reverse Vending Machine shall be reserved for VMC and the advertisement rights for balance portion shall lie with the Successful Bidder. Bidders to consider the same while quoting the O&M Cost.
  - To ensure flakes collection and final disposal to highest level of contemporary rules and guidelines related to plastic waste Handling Rules, 2018 and as per state pollution Board Norms.
  - Maintain the Minimum Inventory of spares.
  - The bidder shall install the machine on a raised concrete platform of size 6 ft x 6 ft. The space for installation shall be provided by VMC free of cost. However, the platform shall be constructed by the VMC. Bidder shall also be allowed to provide shed over the machine, if required.
  - Bidder shall be provided with electricity connection by VMC. However, the charges of electricity will be borne by VMC.
- b) **Training:** Successful Bidder will provide training to VMC staff to operate the machine on day to day basis and train in basic troubleshooting.
- c) **Reports:** Successful Bidder will provide two reports with VMC (i) number of bottles collected and processed into shred/compress through 10 machines on monthly basis & (ii) A quarterly report on performance/functioning of 10 machines duly certified by vendor's inspection team.

- d) The total O&M Charges for 3 years shall be considered/included for arriving at L1 bidder.
- e) The cost of O&M may be quoted along with taxes applicable on the date of Tender Opening. The price will be taken inclusive of taxes and no claim for the same will be entertained later.
- f) All software updates should be provided by the successful bidder free of cost during O & M.

6. Annexure – I Minimum Eligible Criteria for qualifying the technical Bid

- i. The Bidder must be a Manufacturer of Reverse Vending Machine of PET Bottles. Sub-authorization is not acceptable.
- ii. Bidder must have similar experience with any Government Department/Semi-Government/Central Government Department.

Similar Experience shall mean one contract of minimum Supply & installation of 80% of the estimated proposed quantity of Reverse Vending Machines for PET Bottles OR Two contracts of minimum Supply & installation of 50% of the estimated proposed quantity of Reverse Vending Machines for PET Bottles OR Three contracts of minimum Supply & installation of 40% of the estimated proposed quantity of Reverse Vending Machines for PET Bottles in the last three years to any Government/Semi Government/Central Government departments. Bidder shall submit relevant documents along with the Technical Bid.

Note: - *Recommendation letter from the clients shall be submitted along with the proposal at the time of submitting the tender. Recommendation letter from the clients must clearly mention that the machines supplied by the bidders are working satisfactory. The client certificate must mention the service level of the bidder. (Copy of Supply Order/Work Order cannot be considered as recommendation letters.)* The formats of Recommendation letter given at **Annexure-VIII**.

6.1 Financial Capability – Evaluation Criteria

Financial capability of the Bidders would be evaluated based on the following:

S. No	Criteria	Documents Required / Remarks
1	The minimum annual turnover should be 30% of estimated amount of capital cost in any one of the last three years ending financial year 2018-19	The bidder must attach a certificate from a Chartered Accountant / Certified Public Accountant along with the technical proposal Technical proposal

6.2 Tenderer must give an undertaking along with the tender to arrange to carry out the O&M (Operation & Maintenance) of the Reverse Vending Machine for Pet Bottles being supplied.

6.3 The Bidder shall furnish Scan copies of all the documents required for technical bid evaluations as mentioned in the **Annexure IX**

6.4 Notwithstanding anything stated above, the Purchaser reserves the right to assess the Bidder's Capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.

6.5 The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a Predetermined place acceptable to the purchaser for technical acceptability as per the tender specification, within 10 days before the opening of the Price bid failing which their bid shall be liable to be rejected.

6.6 Method of submission of bid.

- a) Part "A" is the Technical bid and Part "B" is the financial bid.
- b) Part "A" which is the technical offer, will be opened first at given date in the table BIDDING SCHEDULE.
- c) Bid – Part "B" which is the financial offer will be opened only after Scrutiny of participants on the basis of Part "A". Part "B" of only eligible participants will be opened.
- d) The Tender should be signed at all places provided therein. Also, all pages and corrections/alterations should be initialed. Each of the Tender documents is required to be signed along with the seal by the authority person/persons submitting the Tender in token of his/their having acquainted themselves with the Instructions to Tenderers, Standard Conditions, Special conditions, Technical Specifications, Financial Bid and all other clauses of this tender document. Any Tender Document not so signed may be liable for rejection.
- e) The applicant should give the complete set of copies as per Annexure IX and proof of EMD in support of Technical criteria mentioned in Part "A".
  - Copy of the Original EMD.
  - Format as Annexure - IV
  - In support of experience, self-attested copy of authentic documents clearly proving applicant's existence in supply of Reverse Vending Machines for PET Bottles. – Annexure - VII
  - Manufacturer of Machines business may be submitted, such as:-
    - i. Award of Contract and *Recommendation letter from the clients* in favor of applicant as stated above in clause 6 (ii) in the format as Annexure -VIII
    - ii. Copy of GST registration certificate. (As applicable).
    - iii. Copy of PAN
    - iv. Certificate from a Chartered Accountant as per Clause 7. In the format as Annexure - VI
    - v. Format as Annexure - V
- f) VMC reserve the right to ask for original documents for verification and for additional documents as found necessary during scrutiny.

7. Annexure – II Checklist for Technical eligibility Criteria

S. No	Technical Criteria
1	The Bidder must be a Manufacturer of Pet Bottle Compactor Machines. Sub- authorization is not acceptable
2	Certificate by the agency regarding the supply and installation of minimum 80% of the estimated proposed quantity of Reverse Vending Machines of PET Bottles <b>or</b> Two contracts of minimum Supply & Installation of 50% of the estimated proposed quantity of Reverse Vending Machines for PET Bottles <b>or</b> Three contracts of minimum Supply & Installation of 40% of the estimated proposed quantity of Reverse Vending Machines of PET Bottles in the last three years to any Government/Semi Government/Central Government departments.
3	Document regarding minimum average turnover of 40% of the estimated Cost during last three financial years duly certified by the Chartered Accountant as per clause 7 of the tender documents.
4	Affidavits on Non-Judicial stamp paper of Rs 100/- duly attested by Notary Public indicating whether the firm/agency has ever not been blacklisted/debarred by the Central Government, any State Government, PSUs, any Municipal Corporations/Council/Committee or any other Government or Semi-Government agency as per format of Tender Document.
5	The original EMD shall be deposited physically along with hard copy of Technical Bid
6	Copy of PAN Card.
7	Copy of GST registration certificate. (As applicable).
8	Formats as per Annexures to be submitted

## 8. Annexure – III Technical Specifications

Reverse Vending Machines for PET Bottles machine for public use with the following specifications:

- a. Electric powered Machines which when fed PET Bottles, will give discount/ reward coupons which can be used at various shopping outlets, restaurants etc.
- b. Machine should be user friendly and must ensure safe & secure operations and should be of front feeding type.
- c. Machine shall issue a coupon against each PET bottle inserted. For example: 10% off on nearby Restaurant etc.
- d. Machine should be capable to shred/compress 400-500 Bottles per Hour. Bin Capacity shall be 3000 bottles.
- e. Machine should have features like low noise, automatic operation, alarm signal for full waste bin and auto cut feature.
- f. Machine should be capable to shred the bottle in small flakes of the PET Bottles or compress the bottles.
- g. Machine should be capable to shred/compress the bottle cap also. However, prominent display may be given on machine to remove the cap so that empty bottles are put for shredding. Machine should be capable to shred/compress the empty bottles with caps.
- h. The Machine shall have the following features:

Waste Bottle Feeding	Front/Top Feeding at approachable height
Cutting Technology	High Torque-Shaft Driven with Hard Sprockets –Sure Shred/Compress (Volume Reduction) Technology
Volume Reduction	Minimum 80% (of Pet Bottles)
Shred/compress	400- 500 Bottles (1 Ltr) (per hour)
Software	17” - 20” Inch Interactive Touch Screen with feature of SMS module.
Rewarding system	Three options as mentioned below. 1. Online cash back coupons like Paytm etc., 2. Instant rewarding like Chocolates dispensing 3. Print out for local rewarding
Working Cycle	Continuous duty
Mobility	Machine will be on heavy duty Castors wheels for easy mobility
Waste Bin	Easily replaceable Pull out Bin.
Operational Safety Features	i. Auto cut on Overheating. ii. Bin Full Sensor iii. Conveyor start and stop with bottle sensor iv. Bin open cut off: Bin must be opened only by authorized personnel v. Auto Email/SMS Feature for Alarm Alerts.

**NOTE:** The general requirement and broad specifications are stated above. These Specifications describe certain of the requirement to which the tender shall work; but the facts that everything may not be fully specified and there may be errors and omissions from the specifications, shall not relieved the contractor (successful bidder/tenderer) from his obligation to execute the work complete in all respects. Everything necessary to enable the Reverse Vending Machines for PET Bottle work satisfactory shall be supplied.

**NOTE:** The bidders can provide specifications higher to the minimum provided in the RFP documents.



9. Annexure – IV Letter for Acceptance for Tender Document  
**(on the letter head of the firm.)**

The Commissioner  
Vijayawada Municipal Corporation,  
\_\_\_\_\_

No:- XXXXXX

Dated\_\_\_\_\_

Subject: Supply Installation, Operation & Maintenance for three years of Reverse Vending Machines for PET Bottles at various locations around Vijayawada City.

Dear Sir,

- a) I / We \_\_\_\_\_ have read the general conditions and Tender documents attached hereto containing the terms & conditions and agree to abide by such conditions. I / We offer for the subjected supply in the attached schedules and as per tender Specifications and hereby bind myself / ourselves to complete all the formalities from time to time as required after the award of Contract.
- b) I / We hereby understand that the submission of Tenders / bids does not guarantee allotment of Contract. I / We further understand that in case of any information submitted by me / us being found to be incorrect, VMC will have the right to summarily reject the Tender, cancel the Contract or revoke the same at any time without assigning any reason whatsoever.
- c) I / We further agree to execute an agreement to abide by the General and special conditions of Contract for the subjected supply. In case of acceptance of Tender by the VMC, I / We find myself / ourselves to execute the Contract agreement awarded to me / us and to commence the supply/services as per the conditions of the Contract failing which, I / We shall have no objection to the forfeiture of full EMD, deposited by us with VMC in addition to other penalties specified under the terms of Contract.
- d) VMC and its representatives are hereby authorized to conduct any inquiries or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this Tender.
- e) On account of non-acceptance of award or on account of not fulfilling Tender conditions within the prescribed time, I/We shall be debarred by VMC for further participation in the future Tenders of VMC.

- f) It is certified that rate(s) of the product(s) mentioned in the Financial Bid is not higher compared to as it is in the market. In case of any discrepancy noticed on this account, VMC can take actions as may be deemed fit by VMC.
- g) We agree to keep our offer valid for 120 days from the date of Opening of Limited Tender.
- h) We agree to carry out the O&M of the Reverse Vending Machines as per tender Document.

I / We do hereby confirm that I / We have the necessary authority and approval to submit this Tender document for the subjected supply to the VMC. The following persons may be contacted for any information or clarifications relating to this Contract.

Name:

Address:

Telephone, fax Number:

A notice or letter of communication addressed to me / us at the given address given in the Tender, even by ordinary post will be deemed to be valid and proper notice of intimation to me/us.

Authorized Signatory.

Name, Designation and seal

Address:

Date & Place:

With Kind Regards

For \_\_\_\_\_ (Name of the company / organization)

Signature of the Authorized signatory and Company / organization seal (Name of the authorized signatory)

Address

10. Annexure – V Declaration of Non-Blacklisting Format  
(To be provided on the Company letter head)

Declaration for Lead Bidder:

To

The Commissioner  
Vijayawada Municipal Corporation

**Subject:** Self Declaration of not been blacklisted in response to the Request for Proposal for selection of **“Supply Installation, Operation & Maintenance for three years of Reverse Vending Machines for PET Bottles at various locations around Vijayawada City.”**.

Ref: XXXXX

Dated:

**Dear Sir,**

We confirm that our company or firm is currently not blacklisted in any manner whatsoever by any of the State or Union Territory and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Bidder) Printed Name

Designation

Seal Date:

Place:

Address

11. Annexure – VI Format for providing details on annual turnover

Name of the Bidder: The bidder shall indicate herein his annual turnover from similar work during preceding 3 years based on the audited balance sheet/profit and loss account statement.

<b>Financial Year</b>	<b>Annual Turnover (Rs.)</b>
2018 – 2019	
2017 – 2018	
2016 – 2017	

Note: 1. Copies of audited balance sheets with profit and loss account of 3 years shall be submitted along with the Technical bid in support of above entries.

(Statutory Auditor)

12. Annexure – VII Details of address with contact details for at least purchaser

**(To whom the bidder supplied similar machine in the last five (3) years and machine shall be in operations to the satisfaction of buyer.)**

The formats for submission of details for purchase are as under: -

S. No	Purchaser	Details of order for supply placed to bidder	Description and quantity of ordered equipment	Total value of the contract in Rupees	Date of completion of delivery

**(The purchaser shall have liberty to contact any or all of purchaser to assess the performance of machine supplied by bidder)**

13. Annexure – VIII Format of Work completion Recommendation Certificate.

**Certificate shall be produced on letter head of certificate issuing authority. Certificate should be stamped and signed by officer not be low the rank of Executive Engineer or equivalent in case of government department supply. (Actual authority who is legally entitled to certify the work in case of service provider)**

This is to certify that M/s. \_\_\_\_\_ has been awarded the following project and successfully executed the work.

Name of Work	
Address of employer	
Work Order No. / Date	
Agreement Date, Number	
Date of Commencement of work	
Total Amount as per Agreement	

Signature of the Competent Authority of the Firm  
under whom work was executed.

(The work completion certificate/work experience certificate should be furnished along with details of full address, contact land line phone/Cell number, Fax, Email address etc., of the issuing authority in the Letter Pad of the department/company where the work was executed)

#### 14. Annexure – IX Technical Proposal Part “A”

The bids (complete in all respect) must be submitted in hard copy in Technical Proposal Part “A” as explained below: -

S. No	Technical Bid Eligibility Criteria
1	Copy of the Form mentioned on Annexure-IV duly filled up.
2	Certificate by the agency regarding the supply and installation of minimum 80% of the estimated proposed quantity of Reverse Vending Machines of PET Bottles <b>or</b> Two contracts of minimum Supply & Installation of 50% of the estimated proposed quantity of Reverse Vending Machines for PET Bottles <b>or</b> Three contracts of minimum Supply & Installation of 40% of the estimated proposed quantity of Reverse Vending Machines of PET Bottles in the last three years to any Government/Semi Government/Central Government departments as per <b>Annexure-VII</b> from the clients as per Clause 6(ii).
3	Balance sheet showing annual turnover of last 03 years showing Minimum annual turnover of 40% of the estimated cost duly certified by the chartered Accountant as per clause 7 in the format as per <b>Annexure - VI</b>
4	Copy of the Form mentioned on Annexure-V duly filled up.
5	Format of Work Completion Recommendation Certificate mentioned On <b>Annexure-VIII</b> duly filled up

15. Annexure – X Performance Bank Guarantee Format

Ref: \_\_\_\_\_  
Bank Guarantee No. \_\_\_\_\_

Date: \_\_\_\_\_

<Name>  
<Designation>  
<Address>  
<Phone No>  
<Fax Nos>  
<Email id>

Whereas, <<name of the Bidder and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Vijayawada Municipal Corporation (hereinafter called “the Authority” VMC)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at<Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Bidder, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>> notwithstanding anything contained herein: Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words>only).

- I. This bank guarantee shall be valid up to <Insert Expiry Date>
- II. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date> failing which our liability under the guarantee will automatically cease.

Date & Place \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_ Printed Name \_\_\_\_\_

(Bank's Common Seal)



16. Annexure – XI Financial Proposal Part “B”

To

The Commissioner  
Vijayawada Municipal Corporation

Ref No:

Dated: \_\_\_\_\_

Sub: Supply Installation, Operation & Maintenance for three years of Reverse Vending Machines for PET Bottles at various locations around Vijayawada City.

— The above quoted rates are full and final charges; VMC is not liable to pay anything extra. Rates will remain unchanged during the initial period of contract.

— I / We hereby certify that I/ We have examined the tender document and am/are satisfied with the terms and conditions and agree to abide by all these terms and conditions during the currency of the contract.

S.no	Name of Item	Quantity in numbers	Rate Inclusive of all taxes, transportation, duties and installation (in Rs.) for one unit each in FIGURES	Amount (in Rs) (Inclusive of all Taxes, transportation duties and installation at the stations)
	A	B	C	D = B x C
1	Reverse Vending Machines/ PET Bottle Compactor Machine/Flake Machin (as per technical specification given in ANNEXURE – III of tender bid document).	10		

17. Annexure – XII Cost of O&M

S.no	Name of Item	Quantity in numbers	Cost of O&M for one month per machine (in Rupees) in Figures (inclusive of Taxes & Duties)	Cost of O&M for three years of all machines (in rupees) in Figures (Inclusive of Taxes & Duties) <b>As 1<sup>st</sup> year is Warranty Period</b>
		A	B	C = A x B x 24
1	Monthly Operation & Maintenance Cost of Machine for a period of three years inclusive of GST & all Taxes (Reverse Vending Machines/ PET Bottle Compactor Machine/Flake Machine) as per Scope of tender document.	10		

Note:

- I. Firms are advised to quote for supply rate of one unit of Reverse Vending Machines for PET Bottles inclusive of all taxes, levies, and Freight and installation charges.
- II. O&M cost shall be quoted after considering the revenue stream from sale of flakes and advertisement rights on two side of the machine as decided by VMC.
- III. Operation and Maintenance Cost (O&M) for one unit of Reverse Vending Machine for PET Bottles for a period of three years (month-wise) in Rupees in the given format as **Annexure VI. This will be calculated for arriving at L1. (Capital Cost of 10 machines + O&M of 36 months with 1<sup>st</sup> year as warranty).**