

# बीकानेर नगर निगम

नगर निगम मार्ग, बीकानेर (राजस्थान) फ़ैक्स :- 0151-2226906, फ़ोन :- 0151-2226902, 0151-2226905  
E-Mail Address :- nagarnigambikaner@gmail.com, Web Site :- www.bikanermc.org

क्रमांक/निर्माण/2018-19/ 1123


दिनांक 07/09/18

निविदा-सूचना सं० 35/2018-19

नगर निगम बीकानेर की ओर से निम्नलिखित कार्यों के लिये नगर निगमों, नगर विकास न्यास, सार्वजनिक निर्माण विभाग, आवासन मण्डल व केन्द्र सरकार व राज्य सरकार के अभियांत्रिकी विभागों द्वारा मान्यता प्राप्त एवं अनुभवी संवेदकों से निर्धारित प्रपत्र में ई-प्रोक्यूमेंट प्रक्रिया से ऑन लाईन निविदाएं (Single Stage Two Envelopes) आमंत्रित की जाती है। निविदा से सम्बन्धित विवरण वेब साईट [www.bikanermc.org](http://www.bikanermc.org) Web site [www.SPPP.raj.nic.in](http://www.SPPP.raj.nic.in) से व <http://eproc.rajasthan.gov.in> पर देखा जा सकता है।

निविदा कार्य	1	Desilting and cleaning of Drain from Culvert No. 16 (Police Station No. 04) to Culvert No. 21 (After ROB Junction Point) <b>90.20 Lacs</b>
	2	Desilting and cleaning of Drain from Culvert No. 11 (Soorsagar Mata Ji Temple) to Culvert No. 16 (police Station No. 04) <b>73.21 Lacs</b>
	3	Desilting and cleaning of Drain from Culvert No. 04 (Police Line) to Culvert No. 16 (Police Station No. 04) <b>122.67 Lacs</b>
	4	Desilting and cleaning of Drain from Culvert No. 21 (After ROB Junction Point) to Vallabh Garden Disposal Point. <b>56.24 Lacs</b>
निविदा की कुल लागत	:	रुपये 342.32 लाख
धरोहर राशि (2 प्रतिशत)	:	684640/-
ऑनलाईन निविदा फार्म मिलने की तिथि	:	12.09.2018 9.30 बजे से 24.09.2018 18.00 बजे तक
ऑनलाईन निविदा फार्म जमा कराने की तारीख	:	12.09.2018 9.30 बजे से 24.09.2018 18.00 बजे तक
ऑनलाईन तकनीकी बिड खोलने की तिथि	:	26.09.2018 को 15.00 बजे
निविदा शुल्क, प्रोसेसिंग फीस एवं धरोहर राशि जमा कराने की तारीख	:	25.09.2018 को अपराह्न 9.30 बजे से 16.00 बजे तक नगर निगम बीकानेर के कार्यालय के निर्माण अनुभाग में जमा करवानी होगी। यह शर्त आरटीजीएस पर लागू नहीं होगी।
Online Opening of Financial Bid of Qualified Bidders	:	Will be informed later to qualified bidders

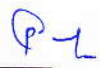
इच्छुक संवेदको को अपने डिजिटल हस्ताक्षर के माध्यम से वेब साईट <http://eproc.rajasthan.gov.in> पर रजिस्टर्ड होना आवश्यक है।

  
आयुक्त  
नगर निगम, बीकानेर

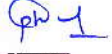
क्रमांक/निर्माण/2018-19/ 1123  
प्रतिलिपि :-

दिनांक 07-09-18

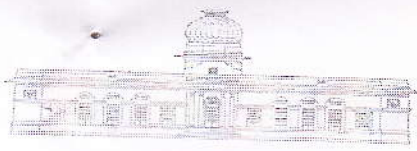
- श्रीमान् निदेशक, जनसम्पर्क एवं प्रकाशन विभाग, राजस्थान संवाद जयपुर को प्रेषित कर लेख है कि उपरोक्त निविदा का प्रकाशन कम से कम स्पेस में राज्य सरकार की प्रकाशन नीति के अनुरूप नियमानुसार करवाने का श्रम करावें।

  
आयुक्त  
नगर निगम, बीकानेर

निविदा कार्य	1	Desilting and cleaning of Drain from Culvert No. 16 (Police Station No. 04) to Culvert No. 21 (After ROB Junction Point) <b>90.20 Lacs</b>
	2	Desilting and cleaning of Drain from Culvert No. 11 (Soorsagar Mata Ji Temple) to Culvert No. 16 (police Station No. 04) <b>73.21 Lacs</b>
	3	Desilting and cleaning of Drain from Culvert No. 04 (Police Line) to Culvert No. 16 (Police Station No. 04) <b>122.67 Lacs</b>
	4	Desilting and cleaning of Drain from Culvert No. 21 (After ROB Junction Point) to Vallabh Garden Disposal Point. <b>56.24 Lacs</b>
धरोहर राशि	:	अनुमानित लागत का 1/2 प्रतिशत अथवा 2 प्रतिशत
धरोहर राशि (2 प्रतिशत)	:	684640 / -
ऑनलाईन निविदा फार्म मिलने की तिथि	:	12.09.2018 9.30 बजे से 24.09.2018 18.00 बजे तक
ऑनलाईन निविदा फार्म जमा कराने की तारीख	:	12.09.2018 9.30 बजे से 24.09.2018 18.00 बजे तक
ऑनलाईन तकनीकी बिड खोलने की तिथि	:	26.09.2018 को 15.00 बजे
निविदा शुल्क, प्रोसेसिंग फीस एवं धरोहर राशि जमा कराने की तारीख	:	25.09.2018 को अपरान्ह 9.30 बजे से 16.00 बजे तक नगर निगम बीकानेर के कार्यालय के निर्माण अनुभाग में जमा करवानी होगी। यह शर्त आरटीजीएस पर लागू नहीं होगी।
Online Opening of Financial Bid of Qualified Bidders	:	Will be informed later to qualified bidders

  
 आयुक्त  
 नगर निगम, बीकानेर





# बीकानेर नगर निगम

नगर निगम मार्ग, बीकानेर (राजस्थान) फ़ैक्स :- 0151-2226906, फ़ोन :- 0151-2226902, 0151-2226905  
E-Mail Address :- nagarnigambikaner@gmail.com, Web Site :- www.bikanermc.org

क्रमांक / निर्माण / 2016-17 / 1123

दिनांक 27-09-18

## निविदा-सूचना सं0 35 / 2018-19

नगर निगम बीकानेर की ओर से निम्नलिखित कार्यों के लिये नगर निगमों, नगर विकास न्यास, सार्वजनिक निर्माण विभाग, आवासन मण्डल व केन्द्र सरकार व राज्य सरकार के अभियांत्रिकी विभागों द्वारा मान्यता प्राप्त एवं अनुभवी संवेदकों से निर्धारित प्रपत्र में ई-प्रोक्यूरमेंट प्रक्रिया से ऑन लाईन निविदाएं (Single Stage Two Envelopes) आमंत्रित की जाती है। निविदा से सम्बन्धित विवरण वेब साइट [www.bikanermc.org](http://www.bikanermc.org) Web site [www.SPPP.raj.nic.in](http://www.SPPP.raj.nic.in) से व <http://eproc.rajasthan.gov.in> पर देखा जा सकता है।

जिला	कार्य/पैकेज का नाम	अनुमानित लागत (लाखों में)	कार्य पूर्ण करने की अवधि	निविदा प्रपत्र विक्रय/प्राप्ति कार्यालय
बीकानेर	Desilting and cleaning of Drain from Culvert No. 16 (Police Station No. 04) to Culvert No. 21 (After ROB Junction Point)	90.20	6 माह	अधिशायी अभियंता निर्माण अनुभाग नगर निगम, बीकानेर
बीकानेर	Desilting and cleaning of Drain from Culvert No. 11 (Soorsagar Mata Ji Temple) to Culvert No. 16 (police Station No. 04)	73.21	6 माह	अधिशायी अभियंता निर्माण अनुभाग नगर निगम, बीकानेर
बीकानेर	Desilting and cleaning of Drain from Culvert No. 04 (Police Line) to Culvert No. 16 (Police Station No. 04)	122.67	6 माह	अधिशायी अभियंता निर्माण अनुभाग नगर निगम, बीकानेर
बीकानेर	Desilting and cleaning of Drain from Culvert No. 21 (After ROB Junction Point) to Vallabh Garden Disposal Point.	56.24	6 माह	अधिशायी अभियंता निर्माण अनुभाग नगर निगम, बीकानेर

निविदा प्रपत्रों को वेब साइट <http://eproc.rajasthan.gov.in> से डाउनलोड किया जा सकता है। इन निविदाओं में भाग लेने वाले संवेदक निविदा को इलेक्ट्रॉनिक फारमेट में वेबसाइट <http://eproc.rajasthan.gov.in> पर अपलोड कराएं।

नोट :- स्थानीय निकाय विभाग जयपुर के अन्तर्गत उपर्युक्त श्रेणी में रजिस्टर्ड फर्म एवं नगर निगम बीकानेर संभाग में रजिस्टर्ड "डी" क्लास फर्म 15.00 लाख तक के कार्य एवं "सी" क्लास फर्म 50.00 लाख तक के कार्य एवं "बी" क्लास फर्म 1/2 प्रतिशत धरोहर राशि जमा करवाने पर एवं अन्य विभागों के "एए" अथवा "ए" श्रेणी के संवेदक 2 प्रतिशत धरोहर राशि जमा करवाकर निविदा में भाग ले सकते हैं।

1. स्थानीय निकाय विभाग जयपुर के अन्तर्गत उपर्युक्त श्रेणी में रजिस्टर्ड फर्म एवं नगर निगम बीकानेर संभाग में रजिस्टर्ड "डी" क्लास फर्म 15.00 लाख तक के कार्य एवं "सी" क्लास फर्म 50.00 लाख तक के कार्य एवं "बी" क्लास फर्म 1/2 प्रतिशत धरोहर राशि जमा करवाने पर एवं अन्य विभागों के "एए" अथवा "ए" श्रेणी के संवेदक 2 प्रतिशत धरोहर राशि जमा करवाकर निविदा में भाग ले सकते हैं।
2. निविदा प्रपत्रों हेतु डाउनलोड की अवधि 12.09.2018 ,9.30 बजे से 24.09.2018 बजे तक होगी।
3. (अ) निविदा प्रपत्र फॉरमेट में वेबसाइट <http://eproc.rajasthan.gov.in> पर 12.09.2018 9.30 बजे से 24.09.2018 18.00 बजे तक जमा करवाये जा सकते हैं एवं प्राप्त तकनीकी निविदाएं, इलैक्ट्रॉनिक फॉरमेट में वेबसाइट <http://eproc.rajasthan.gov.in> पर अधिशाषी अभियंता, नगर निगम, बीकानेर निर्माण अनुभाग में 26.09.2018 को 15.00 बजे खोली जावेगी।
4. यदि किसी कारणवश उस दिन अवकाश रहता है तो अगले दिन उसी समय व उसी स्थान पर निविदायें खोली जायेगी।  
(अ) निविदा प्रक्रिया ऑन लाईन होगी।  
(ब) इलैक्ट्रॉनिक निविदा प्रक्रिया में प्रीबीड मीटिंग का प्रावधान नहीं है।
5. अधिशाषी अभियंता, नगर निगम, बीकानेर निर्माण अनुभाग कार्यालय में संवेदक द्वारा 12.09.2018 9.30 बजे से 24.09.2018 18.00 बजे तक किसी भी कार्य दिवस में निविदा प्रपत्र को देखा जा सकता है। निविदा प्रपत्रों में निविदाकर्ता के लिये योग्यता सूचना तथा निविदाकर्ता की पात्रता, प्लान, स्पेसिफिकेशन, ड्राईंग विभिन्न कार्यों की मात्रा एवं दरों का विवरण, नियम, शर्तें एवं अन्य विवरण वर्णित हैं।
6. निविदादाता द्वारा निविदा शुल्क/धरोहर राशि डिमांड ड्राफ्ट/बैंकर चैक अथवा निविदा प्रपत्रों में वर्णित किसी एक प्रकार के रूप में संबंधित कार्यालय में 25.09.2018 9.30 बजे से 16.00 बजे तक जमा कराना आवश्यक है।
7. निर्धारित दिनांक को कोस्ट ऑफ टेंडर फार्म, प्रोसेसिंग फीस एवं अरनेस्ट मनी की निर्धारित राशि आरटीजीएस के माध्यम से यूनियन बैंक ऑफ इंडिया, नगर निगम शाखा बीकानेर के खाता नं0531101010032195, IFSC कोड UBIN0553115 में भी जमा करवायी जा सकती है। आरटीजीएस की प्राप्ति रशीद को [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर अपलोड करना अनिवार्य होगा।
8. निविदा खोलने की दिनांक से 90 दिवसों तक निविदा स्वीकृति हेतु मान्य रहेगी। यदि निविदाकर्ता उस अवधि में अपनी निविदा अथवा शर्तों में किसी प्रकार का संशोधन करता है अथवा अपनी निविदा वापस ले लेता है तो उसकी धरोहर राशि जब्त कर ली जावेगी।
9. किसी भी निविदा को स्वीकार करने एवं बिना कारण बताये निरस्त करने के समस्त अधिकार सक्षम अधिकारी के पास सुरक्षित है आरपीडब्ल्यू ए-100 की समस्त शर्तें मान्य होगी।
10. इस कार्यालय के आदेश क्रमांक 16608-16 दिनांक 10.11.2016 की समस्त शर्तें लागू होगी।
11. निविदा शुल्क :- 1000/-
12. प्रासेसिंग :- 1000/-



### 13. ई- टेन्डरिंग के लिये निविदादाता हेतु निर्देश

अ- इन निविदाओं में इच्छुक निविदादाता निविदा प्रपत्रों का इन्टरनेट साईट <http://eproc.rajasthan.gov.in> से डाउनलोड कर सकते हैं।

ब- निविदाओं में भाग लेने वाले निविदादाताओं को इन्टरनेट साईट <http://eproc.rajasthan.gov.in> पर रजिस्टर करवाना होगा। ऑन लाईन निविदा में भाग लेने के लिये डिजिटल सर्टिफिकेट इन्फोरमेशन टेक्नोलॉजी एक्ट 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक निविदा में साईन करने हेतु काम आयेगा। निविदादाता उपरोक्त डिजिटल सर्टिफिकेट सी सी ए द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन निविदादाताओं के पास पूर्व में वैध डिजिटल सर्टिफिकेट है, नया डिजिटल सर्टिफिकेट लेने की आवश्यकता नहीं है।

स- निविदादाताओं को निविदा प्रपत्र इलेक्ट्रॉनिक फॉर्मेट में उपरोक्त वेबसाईट पर डिजिटल साईन के साथ प्रस्तुत करना होगा। जिसके प्रस्ताव डिजिटल साईन के साथ नहीं होंगे, उनके प्रस्ताव स्वीकार नहीं किये जायेंगे। कोई भी प्रस्ताव अकेले भौतिक फार्म में स्वीकार्य नहीं होगा।

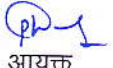
द- ऑन लाईन निविदाएं निर्धारित दिनांक एवं समय पर उपरोक्त क्रम संख्या - 3 के अनुसार खोली जायेगी।

य - इलेक्ट्रॉनिक निविदा प्रपत्रों को जमा कराने से पूर्व निविदादाता यह सुनिश्चित कर लेवे कि निविदा प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कॉपी निविदा प्रपत्रों के साथ अटैच कर दी गयी है।

र- कोई भी टेंडर इलेक्ट्रॉनिक जमा कराने में किसी कारण लेट हो जाता है तो उसका जिम्मेदार विभाग नहीं होगा।

ल- टेंडर के प्रपत्रों में आवश्यक सभी सूचियों को सम्पूर्ण रूप से भरकर ऑन लाईन दर्ज करें।

व- इस कार्यालय के आदेश क्रमांक/निर्माण/2016-17/16608-16 दिनांक 1.11.2016 द्वारा जारी समस्त शर्तें लागू होगी।

  
आयुक्त  
नगर निगम, बीकानेर

# **Bikaner Municipal Corporation**

**NAME OF WORK:** De-silting and Cleaning of Drains at Various Places in Bikaner Town.

## **TENDER DOCUMENT**

<b>Description</b>	<b>Page No.</b>
Eligibility conditions	<b>2-3</b>
General condition of contract	<b>4-5</b>
Special conditions of contract	<b>6-7</b>
Scope of work	<b>8-9</b>
Financial bid	<b>9</b>

## **Section 1:- Eligibility conditions**

The bidders shall be required to fulfill the following eligibility criteria, the requisite documents should be submitted in the technical bid in proof of qualifying the eligibility conditions, and otherwise the technical bid shall be rejected.

1. The bidder should be in business of mechanized drains desilting and cleaning work with the help of drain cleaning & desilting machines (like as Poklen, Jcb, Suction Machine waste dumper and other machines) and manpower's since last three years in any Govt. department in India. The related work orders and experience certificates should be submitted in proof of the experience in year, 2015-16, 2016-17 and 2017-18 from any local self government department. The certificates should be signed by the officer not below the rank of Executive Engineer or deputy commissioner.
2. The bidder should have sufficient experience of successful completion of similar nature work of cleaning & desilting of drain any government department/local self GOVT. body in India during last three financial years.
  - a. One similar work costing 75% of the package cost or more.
  - OR
  - b. Two similar work each costing 50% of the package cost or more
  - OR
  - c. Three similar work each costing 33% of the cost or more.
3. The bidder should have average annual turnover of the three financial years not less than the 1/3<sup>rd</sup> of the tender cost.
4. Litigation History: Bidders should provide accurate information on any litigation or arbitration resulting from contract complete or under execution by him over the last five years.
5. In case there are two or more bidders quoting the same price, corporation may in such case call all such bidders for negotiations. And select the preferred lowest rate on the outcome of the negotiations and seek consent of other particulars bidders.
6. The rates shall be quoted on firm basis and including all charges/GST etc. The rates should be quoted in Rupees/ Paisa.
7. TDS (Tax Deduction Source) as applicable will be deducted by this office. However final adjustment be done by the supplier with concerned department.

8. If the bidder failed to desilting of drains within stipulated period the security money will be forfeited.
9. The firm should submit the following along with their tenders, failing which their tenders will be rejected :-
  - a. All technical details along with commercial terms and conditions.
  - b. Details of Earnest Money deposited.
  - c. Any other relevant documents which the firms wish to submit.
  - d. Income tax clearance certificate and GST Registration.
  - e. Similar type of desilting and cleaning of drain works certificate from GOVT. office during last 3 financial years with satisfactory certificate.
  - f. Photo copy of VAT/GST/ Registration certificates and all other necessary documents.
10. Other Conditions are as per RTPP Act 2012 & Rule 2013 to be followed.



## **Section 2:- General condition of the contract**

### **2.1 Condition of Eligibility:-**

- a) Tender document shall be available on website [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in). The conditions of eligibility of bidders are mentioned in section 1.
- b) The technical bid consisting of all technical details along with commercial terms and conditions. The Financial bid indicating price for the item mentioned in technical bid.
- c) The financial bids of only the qualified bidders shall be open. While opening the tenders, the technical bid will be opened first and evaluated by the competent committee or authority. If the firm fails to fulfill all the conditions specified in the tender notice and fails to attach the documents as asked, the tender will be rejected out rightly. At the second stage, financial bids of only the technically acceptable offers should be opened for further evaluation and ranking before awarding the contract.

**2.2 Bid Security:** - Bid Security shall be 0.5% or 2% of the value of the Works indicated in the NIT. The bid security shall be in Indian Rupees, if not otherwise specified in the Bidder data sheet. Bid Security Shall be provided in the favor of **COMMISSIONER NAGAR NIGAM BIKANER** payable at Bikaner.

**2.3 Contract Agreement:** - The successful bidder will have to enter into a contract agreement with department on a non-judicial stamp paper of 0.25% of total estimate cost.

**2.4 Performance Guarantees:** - The successful bidder will have to deposit performance guarantee @ 5% of the total amount as bank draft or bank guarantee of a scheduled bank acceptable by the corporation in favor of **COMMISSIONER, MUNICIPAL CORPORATION, BIKANER** payable at Bikaner. The performance guarantee shall be valid up to contract closer date i.e. one year the date of start mentioned in the letter of acceptance. if contractor fails to start the work in the stipulated time frame or does not perform satisfactorily as per contract condition the performance guarantee can be forfeited by MCB and the work may be awarded to other agency on the contractors risk and cost. If successful bidder fails in doing this. His earnest money shall be forfeited and work shall be assigned to any of the second/third at approved rate.

**2.5 Compliance with Specifications:-** Bidder will have to give a certificate that offer is as per the technical specifications and shall submit with his offer the detailed data. The tender will be rejected in absence/incomplete data furnished by the bidder with his offer.

**2.6 Pre inspection and required clearance:-** MCB if desires, may depute his representative for inspection of the related work to ensure compliance of offered/ordered specifications and working condition of the unit before accepting the technical offer of the bidder or deployment of the unit for works at Bikaner, if information submitted found wrong or fraudulent, earnest money of the bidder shall be forfeited and works shall be awarded next lowest bidder on the rates decided by Nagar Nigam Bikaner.

**2.7 The legal jurisdiction shall be Bikaner.**

- 1) Litigation History: Bidders should provide accurate information on any litigation or arbitration resulting from contract complete or under execution by him over the last five years.

### **Section 3 special condition of contract**

- 1) The contractor shall be responsible for cleaning of drains in the jurisdiction of municipal corporation Bikaner by deploying machines and requisite manpower as per requirements. The contractor shall carry out the cleaning work as directed by the engineer in charge which may include preventive cleaning of drains work in association with other civil works. The job shall be allotted in morning by the engineer in charge or its authorized representative and the contractor has to deploy machine and resources accordingly.
- 2) The payment shall only be applicable, when the work carried out is satisfactory to the supervisory staff deployed by engineer in charge and after THIRD PARTY INSPECTION report.
- 3) Contractor shall do videography and photography at 10 meters interval of drain before and after work done on his own cost.
- 4) The machine, equipments and manpower shall be provided as per requirement.
- 5) Successful bidder shall have to start work within 07 days of issue of work order, otherwise the earnest money deposited could be forfeited and the offer could be transferred to next bidder.
- 6) All the man power, civil work material, fuel and machinery required for carrying out cleaning and desilting of drains shall be in the scope of work and thus to be provided by the contractor at his own cost. the civil repair of drain wall/ cover will be responsibility of the contractor and during cleaning any damage to the drain wall shall be repaired by contractor.
- 7) The firm will also arrange for the third party insurance for the department for any accidents etc. the insurance charges shall be payable by the firm.
- 8) All requirement of skilled and semi skilled and other supervisory staff deployed for the works shall be the responsibility of the bidder.
- 9) The work of cleaning/desilting may be required to be done during non peak hours of drain flow, hence drains cleaning unit may be required to work during night hours. Bidder shall deploy drain cleaning unit for such works during night hours without any extra cost to the department including lighting arrangements and in addition safety required during work.
- 10) All labor and other staff deployed for work shall be at the roll of the bidder and not on the rolls of the MCB as such their staff cannot claim for any service benefit from MCB or represent in any court of law. All labor laws and other applicable laws for carrying out the work shall be followed and the department will not be responsible for any lapse/consequences on these accounts.
- 11) The bidder shall be responsible to manage all safety measures required during the work and any miss happening at site during work of drain cleaning units for any reason, whatsoever shall be responsibility of the bidder. Bidder should ensure that the staff deployed should not have any bad antecedent .The bidder will also be responsible for any damage to any equipment/property of MCB and shall also restore the same to the satisfaction of the engineer in charge.



12) The drains cleaning unit should comply with pollution norms throughout the period of contract and any penalty etc. in this regard shall be in the scope of work of the bidder.

**13) Compliance with Labor Regulations:**

During continuance of the contract, the Bidder and his sub bidders shall abide at all times by all existing labor enactment and rules made there under, regulations, notifications and by laws of the State or Central Government or Local authority and any other labor law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or Central Government or the local authority. **Rajasthan Building and Other Construction Workers** (Regulation of Employment and Conditions of service) Rules, 2009 and Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 (Act no. 27 of 1996) shall be followed with regards to the worker deployed for the works and for safety during works as mandatory provisions under rules, Acts and laws.

**Compliance of provision of IS 11972; Safety precautions to be taken while entering a sewerage system must also be made by the Bidder.**

Due precautions shall be taken by the Bidder, at his own cost, to ensure the safety and protection against accidents of all staff and labor engaged on the works, local residents in the vicinity of the works, and the public traveling through the work sites.

The Bidder/Firm or company while executing the work will adopt all safety measures at his cost to safeguard from any loss of life and damage of public and private property. If any loss and damage is occurred, they will pay the full compensation from their own pocket to the concern. All the consequence (legal and or financial) will be borne by the Bidder only and Municipal Corporation Bikaner will not be responsible in any way.

## Section IV; Scope of Work

**4.1 Intent of the Contract:** Intent of the Contract is to ensure cleaning of covered storm water drains, culverts etc in various parts of Bikaner city by deploying machines with manpower, consumables, diesel-oil, operation and maintenance during contract period.

**4.2 Machine Requirement:** Machine required as per site conditions..

**4.3** The Contractor shall be responsible for cleaning of drains in the Jurisdiction of Municipal Corporation Bikaner by deploying machines and requisite manpower as per requirement.

**4.4** The term clean as used in these specifications shall mean the adequate removal of sand, dirt, roots, grease and other Solid or Semi-solid materials from the drains, to the satisfaction of engineer incharge.

**4.5 Cleaning precautions:** During drain cleaning operation, all precautions shall be taken to protect the drain from damage that might be inflicted by the improper working.

**4.6 De-silting of drain:** De-silting of drains may require plugging or blocking a particular Section of drain and pumping drain flow for by-passing Man holes/ a particular section of drain. Bidder shall design and insert/install such plugs wherever and wherever pumping and by passing is required. Bidder shall arrange for Generator set – Sewage pumps – piping and other equipments to bypass flow of Sewage around manholes and pipe sections isolated for de-silting work is to be done by the bidder.

**4.7 Disposal of Materials:** All solids or semi-liquids resulting from the Cleaning operation shall be removed from site daily before the end of daily work and disposed off up to the site specified by Engineer in charge.

**4.8 Recording of field data:**

For each location where cleaning and de-silting is performed, a joint report by the Bidder's site Supervisor/authorized representative and SI, J.EN /A.EN of Municipal Corporation Bikaner shall be prepared with copy of drain cleaning unit log sheet.

- Location
- Size of storm water drain
- Length of SWD cleaned – De-silting
- Depths of SWD.
- Detail of civil works like demolition/repair etc.

Such record/reports shall be submitted to the Engineer in Charge with a copy to the SI/HO and J.EN/A.EN. The Engineer in charge may prescribe format for such reports if he desired so.

**4.9 The authorized** representative of the bidder and BMC officials will jointly sign the department's authorized log sheet. .

**4.10** All cleaning and de-silting work to be done by deployment of drain cleaning unit shall be witnessed by the Engineer In-charge and or his representative Assistant Engineer.

**4.11 Penalties:** The contractor shall be liable to penalty as under if he fails to perform his contractual obligations besides any other action; the Engineer in charge. Municipal Corporation may decide to take as per the terms of the contract. Penalty shall be imposed on the contractor for delay in work, also

-All minor repairing & preventive maintenance shall be carried out within 24 Hrs. Otherwise penalty will be imposed as per penalty shown in penalty table, which will be deducted from the monthly bill of the contractor. Preventive maintenance schedules shall be prepared in coordination with central workshop department.

- All major repairing shall be carried out within 7 days otherwise penalty will be imposed as per penalty shown in penalty table, which will be deducted from the running bill of the contractor.

**4.12Insurance:-** The contractor shall be required to take full insurance for the vehicle/machine etc during the contract period. It will be the responsibility of the successful Bidder to have insurance coverage of their operating staff also. There will not be any reimbursement in this regard by Municipal Corporation Bikaner (MCB). If any mishap/accident occurs on the road or at site, the successful bidder will have to shoulder the complete responsibility of the same, right from registration of Police Complaint, lodging/follow up of the insurance claim and facing the court trials etc. It shall be the responsibility of successful Bidder to set right the vehicles/machines without raising any extra bills/claim against the same for reimbursing the same from MCB. However, they shall be liable to receive all the payments received by MCB against the settlement of insurance claims from the Insurance Institutions. Municipal Corporation Bikaner(MCB )authorities shall give the full cooperation to the successful Bidder by signing the requisite documents necessary for raising the insurance claim up to settlement of the same.

#### **Section 4:-Financial bid**

1. The rates should be quoted as per item rates in the BOQ format.
2. The quoted rated must be inclusive of all taxes, Government levies, GST/VAT/Service Tax at the rates prevailing at the time of tendering.



**Name of Work- Estimate for Cleaning of Drain from Culvert No 16 (Police Station No 4) to Culvert No 21 (After ROB Junction Point)**

[illegible]

# **Bikaner Municipal Corporation**

**NAME OF WORK:** De-silting and Cleaning of Drains at Various Places in Bikaner Town.

## **TENDER DOCUMENT**

<b>Description</b>	<b>Page No.</b>
Eligibility conditions	<b>2-3</b>
General condition of contract	<b>4-5</b>
Special conditions of contract	<b>6-7</b>
Scope of work	<b>8-9</b>
Financial bid	<b>9</b>

## **Section 1:- Eligibility conditions**

The bidders shall be required to fulfill the following eligibility criteria, the requisite documents should be submitted in the technical bid in proof of qualifying the eligibility conditions, and otherwise the technical bid shall be rejected.

1. The bidder should be in business of mechanized drains desilting and cleaning work with the help of drain cleaning & desilting machines (like as Poklen, Jcb, Suction Machine waste dumper and other machines) and manpower's since last three years in any Govt. department in India. The related work orders and experience certificates should be submitted in proof of the experience in year, 2015-16, 2016-17 and 2017-18 from any local self government department. The certificates should be signed by the officer not below the rank of Executive Engineer or deputy commissioner.
2. The bidder should have sufficient experience of successful completion of similar nature work of cleaning & desilting of drain any government department/local self GOVT. body in India during last three financial years.
  - a. One similar work costing 75% of the package cost or more.
  - OR
  - b. Two similar work each costing 50% of the package cost or more
  - OR
  - c. Three similar work each costing 33% of the cost or more.
3. The bidder should have average annual turnover of the three financial years not less than the 1/3<sup>rd</sup> of the tender cost.
4. Litigation History: Bidders should provide accurate information on any litigation or arbitration resulting from contract complete or under execution by him over the last five years.
5. In case there are two or more bidders quoting the same price, corporation may in such case call all such bidders for negotiations. And select the preferred lowest rate on the outcome of the negotiations and seek consent of other particulars bidders.
6. The rates shall be quoted on firm basis and including all charges/GST etc. The rates should be quoted in Rupees/ Paisa.
7. TDS (Tax Deduction Source) as applicable will be deducted by this office. However final adjustment be done by the supplier with concerned department.



8. If the bidder failed to desilting of drains within stipulated period the security money will be forfeited.
9. The firm should submit the following along with their tenders, failing which their tenders will be rejected :-
  - a. All technical details along with commercial terms and conditions.
  - b. Details of Earnest Money deposited.
  - c. Any other relevant documents which the firms wish to submit.
  - d. Income tax clearance certificate and GST Registration.
  - e. Similar type of desilting and cleaning of drain works certificate from GOVT. office during last 3 financial years with satisfactory certificate.
  - f. Photo copy of VAT/GST/ Registration certificates and all other necessary documents.
10. Other Conditions are as per RTPP Act 2012 & Rule 2013 to be followed.

## **Section 2:- General condition of the contract**

### **2.1 Condition of Eligibility:-**

- a) Tender document shall be available on website [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in). The conditions of eligibility of bidders are mentioned in section 1.
- b) The technical bid consisting of all technical details along with commercial terms and conditions. The Financial bid indicating price for the item mentioned in technical bid.
- c) The financial bids of only the qualified bidders shall be open. While opening the tenders, the technical bid will be opened first and evaluated by the competent committee or authority. If the firm fails to fulfill all the conditions specified in the tender notice and fails to attach the documents as asked, the tender will be rejected out rightly. At the second stage, financial bids of only the technically acceptable offers should be opened for further evaluation and ranking before awarding the contract.

**2.2 Bid Security:** - Bid Security shall be 0.5% or 2% of the value of the Works indicated in the NIT. The bid security shall be in Indian Rupees, if not otherwise specified in the Bidder data sheet. Bid Security Shall be provided in the favor of **COMMISSIONER NAGAR NIGAM BIKANER** payable at Bikaner.

**2.3 Contract Agreement:** - The successful bidder will have to enter into a contract agreement with department on a non-judicial stamp paper of 0.25% of total estimate cost.

**2.4 Performance Guarantees:** - The successful bidder will have to deposit performance guarantee @ 5% of the total amount as bank draft or bank guarantee of a scheduled bank acceptable by the corporation in favor of **COMMISSIONER, MUNICIPAL CORPORATION, BIKANER** payable at Bikaner. The performance guarantee shall be valid up to contract closer date i.e. one year the date of start mentioned in the letter of acceptance. if contractor fails to start the work in the stipulated time frame or does not perform satisfactorily as per contract condition the performance guarantee can be forfeited by MCB and the work may be awarded to other agency on the contractors risk and cost. If successful bidder fails in doing this. His earnest money shall be forfeited and work shall be assigned to any of the second/third at approved rate.

**2.5 Compliance with Specifications:-** Bidder will have to give a certificate that offer is as per the technical specifications and shall submit with his offer the detailed data. The tender will be rejected in absence/incomplete data furnished by the bidder with his offer.

**2.6 Pre inspection and required clearance:-** MCB if desires, may depute his representative for inspection of the related work to ensure compliance of offered/ordered specifications and working condition of the unit before accepting the technical offer of the bidder or deployment of the unit for works at Bikaner, if information submitted found wrong or fraudulent, earnest money of the bidder shall be forfeited and works shall be awarded next lowest bidder on the rates decided by Nagar Nigam Bikaner.

**2.7 The legal jurisdiction shall be Bikaner.**

- 1) Litigation History: Bidders should provide accurate information on any litigation or arbitration resulting from contract complete or under execution by him over the last five years.

### **Section 3 special condition of contract**

- 1) The contractor shall be responsible for cleaning of drains in the jurisdiction of municipal corporation Bikaner by deploying machines and requisite manpower as per requirements. The contractor shall carry out the cleaning work as directed by the engineer in charge which may include preventive cleaning of drains work in association with other civil works. The job shall be allotted in morning by the engineer in charge or its authorized representative and the contractor has to deploy machine and resources accordingly.
- 2) The payment shall only be applicable, when the work carried out is satisfactory to the supervisory staff deployed by engineer in charge and after THIRD PARTY INSPECTION report.
- 3) Contractor shall do videography and photography at 10 meters interval of drain before and after work done on his own cost.
- 4) The machine, equipments and manpower shall be provided as per requirement.
- 5) Successful bidder shall have to start work within 07 days of issue of work order, otherwise the earnest money deposited could be forfeited and the offer could be transferred to next bidder.
- 6) All the man power, civil work material, fuel and machinery required for carrying out cleaning and desilting of drains shall be in the scope of work and thus to be provided by the contractor at his own cost. the civil repair of drain wall/ cover will be responsibility of the contractor and during cleaning any damage to the drain wall shall be repaired by contractor.
- 7) The firm will also arrange for the third party insurance for the department for any accidents etc. the insurance charges shall be payable by the firm.
- 8) All requirement of skilled and semi skilled and other supervisory staff deployed for the works shall be the responsibility of the bidder.
- 9) The work of cleaning/desilting may be required to be done during non peak hours of drain flow, hence drains cleaning unit may be required to work during night hours. Bidder shall deploy drain cleaning unit for such works during night hours without any extra cost to the department including lighting arrangements and in addition safety required during work.
- 10) All labor and other staff deployed for work shall be at the roll of the bidder and not on the rolls of the MCB as such their staff cannot claim for any service benefit from MCB or represent in any court of law. All labor laws and other applicable laws for carrying out the work shall be followed and the department will not be responsible for any lapse/consequences on these accounts.
- 11) The bidder shall be responsible to manage all safety measures required during the work and any miss happening at site during work of drain cleaning units for any reason, whatsoever shall be responsibility of the bidder. Bidder should ensure that the staff deployed should not have any bad antecedent .The bidder will also be responsible for any damage to any equipment/property of MCB and shall also restore the same to the satisfaction of the engineer in charge.

12) The drains cleaning unit should comply with pollution norms throughout the period of contract and any penalty etc. in this regard shall be in the scope of work of the bidder.

**13) Compliance with Labor Regulations:**

During continuance of the contract, the Bidder and his sub bidders shall abide at all times by all existing labor enactment and rules made there under, regulations, notifications and by laws of the State or Central Government or Local authority and any other labor law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or Central Government or the local authority. **Rajasthan Building and Other Construction Workers** (Regulation of Employment and Conditions of service) Rules, 2009 and Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 (Act no. 27 of 1996) shall be followed with regards to the worker deployed for the works and for safety during works as mandatory provisions under rules, Acts and laws.

**Compliance of provision of IS 11972; Safety precautions to be taken while entering a sewerage system must also be made by the Bidder.**

Due precautions shall be taken by the Bidder, at his own cost, to ensure the safety and protection against accidents of all staff and labor engaged on the works, local residents in the vicinity of the works, and the public traveling through the work sites.

The Bidder/Firm or company while executing the work will adopt all safety measures at his cost to safeguard from any loss of life and damage of public and private property. If any loss and damage is occurred, they will pay the full compensation from their own pocket to the concern. All the consequence (legal and or financial) will be borne by the Bidder only and Municipal Corporation Bikaner will not be responsible in any way.



## **Section IV; Scope of Work**

**4.1 Intent of the Contract:** Intent of the Contract is to ensure cleaning of covered storm water drains, culverts etc in various parts of Bikaner city by deploying machines with manpower, consumables, diesel-oil, operation and maintenance during contract period.

**4.2 Machine Requirement:** Machine required as per site conditions..

**4.3** The Contractor shall be responsible for cleaning of drains in the Jurisdiction of Municipal Corporation Bikaner by deploying machines and requisite manpower as per requirement.

**4.4** The term clean as used in these specifications shall mean the adequate removal of sand, dirt, roots, grease and other Solid or Semi-solid materials from the drains, to the satisfaction of engineer incharge.

**4.5 Cleaning precautions:** During drain cleaning operation, all precautions shall be taken to protect the drain from damage that might be inflicted by the improper working.

**4.6 De-silting of drain:** De-silting of drains may require plugging or blocking a particular Section of drain and pumping drain flow for by-passing Man holes/ a particular section of drain. Bidder shall design and insert/install such plugs wherever and wherever pumping and by passing is required. Bidder shall arrange for Generator set – Sewage pumps – piping and other equipments to bypass flow of Sewage around manholes and pipe sections isolated for de-silting work is to be done by the bidder.

**4.7 Disposal of Materials:** All solids or semi-liquids resulting from the Cleaning operation shall be removed from site daily before the end of daily work and disposed off up to the site specified by Engineer in charge.

**4.8 Recording of field data:**

For each location where cleaning and de-silting is performed, a joint report by the Bidder's site Supervisor/authorized representative and SI, J.EN /A.EN of Municipal Corporation Bikaner shall be prepared with copy of drain cleaning unit log sheet.

- Location
- Size of storm water drain
- Length of SWD cleaned – De-silting
- Depths of SWD.
- Detail of civil works like demolition/repair etc.

Such record/reports shall be submitted to the Engineer in Charge with a copy to the SI/HO and J.EN/A.EN. The Engineer in charge may prescribe format for such reports if he desired so.

**4.9 The authorized** representative of the bidder and BMC officials will jointly sign the department's authorized log sheet. .

**4.10** All cleaning and de-silting work to be done by deployment of drain cleaning unit shall be witnessed by the Engineer In-charge and or his representative Assistant Engineer.

**4.11 Penalties:** The contractor shall be liable to penalty as under if he fails to perform his contractual obligations besides any other action; the Engineer in charge. Municipal Corporation may decide to take as per the terms of the contract. Penalty shall be imposed on the contractor for delay in work, also

-All minor repairing & preventive maintenance shall be carried out within 24 Hrs. Otherwise penalty will be imposed as per penalty shown in penalty table, which will be deducted from the monthly bill of the contractor. Preventive maintenance schedules shall be prepared in coordination with central workshop department.

- All major repairing shall be carried out within 7 days otherwise penalty will be imposed as per penalty shown in penalty table, which will be deducted from the running bill of the contractor.

**4.12Insurance:-** The contractor shall be required to take full insurance for the vehicle/machine etc during the contract period. It will be the responsibility of the successful Bidder to have insurance coverage of their operating staff also. There will not be any reimbursement in this regard by Municipal Corporation Bikaner (MCB). If any mishap/accident occurs on the road or at site, the successful bidder will have to shoulder the complete responsibility of the same, right from registration of Police Complaint, lodging/follow up of the insurance claim and facing the court trials etc. It shall be the responsibility of successful Bidder to set right the vehicles/machines without raising any extra bills/claim against the same for reimbursing the same from MCB. However, they shall be liable to receive all the payments received by MCB against the settlement of insurance claims from the Insurance Institutions. Municipal Corporation Bikaner(MCB )authorities shall give the full cooperation to the successful Bidder by signing the requisite documents necessary for raising the insurance claim up to settlement of the same.

#### **Section 4:-Financial bid**

1. The rates should be quoted as per item rates in the BOQ format.
2. The quoted rated must be inclusive of all taxes, Government levies, GST/VAT/Service Tax at the rates prevailing at the time of tendering.

**Name of Work- Estimate for Cleaning of Drain from Culvert No 11 (Soor Sagar Mataji Temple) to Culvert No 16 (Police Station No 4)**

[illegible]

# **Bikaner Municipal Corporation**

**NAME OF WORK:** De-silting and Cleaning of Drains at Various Places in Bikaner Town.

## **TENDER DOCUMENT**

<b>Description</b>	<b>Page No.</b>
Eligibility conditions	<b>2-3</b>
General condition of contract	<b>4-5</b>
Special conditions of contract	<b>6-7</b>
Scope of work	<b>8-9</b>
Financial bid	<b>9</b>

## **Section 1:- Eligibility conditions**

The bidders shall be required to fulfill the following eligibility criteria, the requisite documents should be submitted in the technical bid in proof of qualifying the eligibility conditions, and otherwise the technical bid shall be rejected.

1. The bidder should be in business of mechanized drains desilting and cleaning work with the help of drain cleaning & desilting machines (like as Poklen, Jcb, Suction Machine waste dumper and other machines) and manpower's since last three years in any Govt. department in India. The related work orders and experience certificates should be submitted in proof of the experience in year, 2015-16, 2016-17 and 2017-18 from any local self government department. The certificates should be signed by the officer not below the rank of Executive Engineer or deputy commissioner.
2. The bidder should have sufficient experience of successful completion of similar nature work of cleaning & desilting of drain any government department/local self GOVT. body in India during last three financial years.
  - a. One similar work costing 75% of the package cost or more.
  - OR
  - b. Two similar work each costing 50% of the package cost or more
  - OR
  - c. Three similar work each costing 33% of the cost or more.
3. The bidder should have average annual turnover of the three financial years not less than the 1/3<sup>rd</sup> of the tender cost.
4. Litigation History: Bidders should provide accurate information on any litigation or arbitration resulting from contract complete or under execution by him over the last five years.
5. In case there are two or more bidders quoting the same price, corporation may in such case call all such bidders for negotiations. And select the preferred lowest rate on the outcome of the negotiations and seek consent of other particulars bidders.
6. The rates shall be quoted on firm basis and including all charges/GST etc. The rates should be quoted in Rupees/ Paisa.
7. TDS (Tax Deduction Source) as applicable will be deducted by this office. However final adjustment be done by the supplier with concerned department.



8. If the bidder failed to desilting of drains within stipulated period the security money will be forfeited.
9. The firm should submit the following along with their tenders, failing which their tenders will be rejected :-
  - a. All technical details along with commercial terms and conditions.
  - b. Details of Earnest Money deposited.
  - c. Any other relevant documents which the firms wish to submit.
  - d. Income tax clearance certificate and GST Registration.
  - e. Similar type of desilting and cleaning of drain works certificate from GOVT. office during last 3 financial years with satisfactory certificate.
  - f. Photo copy of VAT/GST/ Registration certificates and all other necessary documents.
10. Other Conditions are as per RTPP Act 2012 & Rule 2013 to be followed.

## **Section 2:- General condition of the contract**

### **2.1 Condition of Eligibility:-**

- a) Tender document shall be available on website [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in). The conditions of eligibility of bidders are mentioned in section 1.
- b) The technical bid consisting of all technical details along with commercial terms and conditions. The Financial bid indicating price for the item mentioned in technical bid.
- c) The financial bids of only the qualified bidders shall be open. While opening the tenders, the technical bid will be opened first and evaluated by the competent committee or authority. If the firm fails to fulfill all the conditions specified in the tender notice and fails to attach the documents as asked, the tender will be rejected out rightly. At the second stage, financial bids of only the technically acceptable offers should be opened for further evaluation and ranking before awarding the contract.

**2.2 Bid Security:** - Bid Security shall be 0.5% or 2% of the value of the Works indicated in the NIT. The bid security shall be in Indian Rupees, if not otherwise specified in the Bidder data sheet. Bid Security Shall be provided in the favor of **COMMISSIONER NAGAR NIGAM BIKANER** payable at Bikaner.

**2.3 Contract Agreement:** - The successful bidder will have to enter into a contract agreement with department on a non-judicial stamp paper of 0.25% of total estimate cost.

**2.4 Performance Guarantees:** - The successful bidder will have to deposit performance guarantee @ 5% of the total amount as bank draft or bank guarantee of a scheduled bank acceptable by the corporation in favor of **COMMISSIONER, MUNICIPAL CORPORATION, BIKANER** payable at Bikaner. The performance guarantee shall be valid up to contract closer date i.e. one year the date of start mentioned in the letter of acceptance. if contractor fails to start the work in the stipulated time frame or does not perform satisfactorily as per contract condition the performance guarantee can be forfeited by MCB and the work may be awarded to other agency on the contractors risk and cost. If successful bidder fails in doing this. His earnest money shall be forfeited and work shall be assigned to any of the second/third at approved rate.

**2.5 Compliance with Specifications:-** Bidder will have to give a certificate that offer is as per the technical specifications and shall submit with his offer the detailed data. The tender will be rejected in absence/incomplete data furnished by the bidder with his offer.

**2.6 Pre inspection and required clearance:-** MCB if desires, may depute his representative for inspection of the related work to ensure compliance of offered/ordered specifications and working condition of the unit before accepting the technical offer of the bidder or deployment of the unit for works at Bikaner, if information submitted found wrong or fraudulent, earnest money of the bidder shall be forfeited and works shall be awarded next lowest bidder on the rates decided by Nagar Nigam Bikaner.

**2.7 The legal jurisdiction shall be Bikaner.**

- 1) Litigation History: Bidders should provide accurate information on any litigation or arbitration resulting from contract complete or under execution by him over the last five years.

### **Section 3 special condition of contract**

- 1) The contractor shall be responsible for cleaning of drains in the jurisdiction of municipal corporation Bikaner by deploying machines and requisite manpower as per requirements. The contractor shall carry out the cleaning work as directed by the engineer in charge which may include preventive cleaning of drains work in association with other civil works. The job shall be allotted in morning by the engineer in charge or its authorized representative and the contractor has to deploy machine and resources accordingly.
- 2) The payment shall only be applicable, when the work carried out is satisfactory to the supervisory staff deployed by engineer in charge and after THIRD PARTY INSPECTION report.
- 3) Contractor shall do videography and photography at 10 meters interval of drain before and after work done on his own cost.
- 4) The machine, equipments and manpower shall be provided as per requirement.
- 5) Successful bidder shall have to start work within 07 days of issue of work order, otherwise the earnest money deposited could be forfeited and the offer could be transferred to next bidder.
- 6) All the man power, civil work material, fuel and machinery required for carrying out cleaning and desilting of drains shall be in the scope of work and thus to be provided by the contractor at his own cost. the civil repair of drain wall/ cover will be responsibility of the contractor and during cleaning any damage to the drain wall shall be repaired by contractor.
- 7) The firm will also arrange for the third party insurance for the department for any accidents etc. the insurance charges shall be payable by the firm.
- 8) All requirement of skilled and semi skilled and other supervisory staff deployed for the works shall be the responsibility of the bidder.
- 9) The work of cleaning/desilting may be required to be done during non peak hours of drain flow, hence drains cleaning unit may be required to work during night hours. Bidder shall deploy drain cleaning unit for such works during night hours without any extra cost to the department including lighting arrangements and in addition safety required during work.
- 10) All labor and other staff deployed for work shall be at the roll of the bidder and not on the rolls of the MCB as such their staff cannot claim for any service benefit from MCB or represent in any court of law. All labor laws and other applicable laws for carrying out the work shall be followed and the department will not be responsible for any lapse/consequences on these accounts.
- 11) The bidder shall be responsible to manage all safety measures required during the work and any miss happening at site during work of drain cleaning units for any reason, whatsoever shall be responsibility of the bidder. Bidder should ensure that the staff deployed should not have any bad antecedent .The bidder will also be responsible for any damage to any equipment/property of MCB and shall also restore the same to the satisfaction of the engineer in charge.

12) The drains cleaning unit should comply with pollution norms throughout the period of contract and any penalty etc. in this regard shall be in the scope of work of the bidder.

**13) Compliance with Labor Regulations:**

During continuance of the contract, the Bidder and his sub bidders shall abide at all times by all existing labor enactment and rules made there under, regulations, notifications and by laws of the State or Central Government or Local authority and any other labor law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or Central Government or the local authority. **Rajasthan Building and Other Construction Workers** (Regulation of Employment and Conditions of service) Rules, 2009 and Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 (Act no. 27 of 1996) shall be followed with regards to the worker deployed for the works and for safety during works as mandatory provisions under rules, Acts and laws.

**Compliance of provision of IS 11972; Safety precautions to be taken while entering a sewerage system must also be made by the Bidder.**

Due precautions shall be taken by the Bidder, at his own cost, to ensure the safety and protection against accidents of all staff and labor engaged on the works, local residents in the vicinity of the works, and the public traveling through the work sites.

The Bidder/Firm or company while executing the work will adopt all safety measures at his cost to safeguard from any loss of life and damage of public and private property. If any loss and damage is occurred, they will pay the full compensation from their own pocket to the concern. All the consequence (legal and or financial) will be borne by the Bidder only and Municipal Corporation Bikaner will not be responsible in any way.



## **Section IV; Scope of Work**

**4.1 Intent of the Contract:** Intent of the Contract is to ensure cleaning of covered storm water drains, culverts etc in various parts of Bikaner city by deploying machines with manpower, consumables, diesel-oil, operation and maintenance during contract period.

**4.2 Machine Requirement:** Machine required as per site conditions..

**4.3** The Contractor shall be responsible for cleaning of drains in the Jurisdiction of Municipal Corporation Bikaner by deploying machines and requisite manpower as per requirement.

**4.4** The term clean as used in these specifications shall mean the adequate removal of sand, dirt, roots, grease and other Solid or Semi-solid materials from the drains, to the satisfaction of engineer incharge.

**4.5 Cleaning precautions:** During drain cleaning operation, all precautions shall be taken to protect the drain from damage that might be inflicted by the improper working.

**4.6 De-silting of drain:** De-silting of drains may require plugging or blocking a particular Section of drain and pumping drain flow for by-passing Man holes/ a particular section of drain. Bidder shall design and insert/install such plugs wherever and wherever pumping and by passing is required. Bidder shall arrange for Generator set – Sewage pumps – piping and other equipments to bypass flow of Sewage around manholes and pipe sections isolated for de-silting work is to be done by the bidder.

**4.7 Disposal of Materials:** All solids or semi-liquids resulting from the Cleaning operation shall be removed from site daily before the end of daily work and disposed off up to the site specified by Engineer in charge.

**4.8 Recording of field data:**

For each location where cleaning and de-silting is performed, a joint report by the Bidder's site Supervisor/authorized representative and SI, J.EN /A.EN of Municipal Corporation Bikaner shall be prepared with copy of drain cleaning unit log sheet.

- Location
- Size of storm water drain
- Length of SWD cleaned – De-silting
- Depths of SWD.
- Detail of civil works like demolition/repair etc.

Such record/reports shall be submitted to the Engineer in Charge with a copy to the SI/HO and J.EN/A.EN. The Engineer in charge may prescribe format for such reports if he desired so.

**4.9 The authorized** representative of the bidder and BMC officials will jointly sign the department's authorized log sheet. .

**4.10** All cleaning and de-silting work to be done by deployment of drain cleaning unit shall be witnessed by the Engineer In-charge and or his representative Assistant Engineer.

**4.11 Penalties:** The contractor shall be liable to penalty as under if he fails to perform his contractual obligations besides any other action; the Engineer in charge. Municipal Corporation may decide to take as per the terms of the contract. Penalty shall be imposed on the contractor for delay in work, also

-All minor repairing & preventive maintenance shall be carried out within 24 Hrs. Otherwise penalty will be imposed as per penalty shown in penalty table, which will be deducted from the monthly bill of the contractor. Preventive maintenance schedules shall be prepared in coordination with central workshop department.

- All major repairing shall be carried out within 7 days otherwise penalty will be imposed as per penalty shown in penalty table, which will be deducted from the running bill of the contractor.

**4.12Insurance:-** The contractor shall be required to take full insurance for the vehicle/machine etc during the contract period. It will be the responsibility of the successful Bidder to have insurance coverage of their operating staff also. There will not be any reimbursement in this regard by Municipal Corporation Bikaner (MCB). If any mishap/accident occurs on the road or at site, the successful bidder will have to shoulder the complete responsibility of the same, right from registration of Police Complaint, lodging/follow up of the insurance claim and facing the court trials etc. It shall be the responsibility of successful Bidder to set right the vehicles/machines without raising any extra bills/claim against the same for reimbursing the same from MCB. However, they shall be liable to receive all the payments received by MCB against the settlement of insurance claims from the Insurance Institutions. Municipal Corporation Bikaner(MCB )authorities shall give the full cooperation to the successful Bidder by signing the requisite documents necessary for raising the insurance claim up to settlement of the same.

#### **Section 4:-Financial bid**

1. The rates should be quoted as per item rates in the BOQ format.
2. The quoted rated must be inclusive of all taxes, Government levies, GST/VAT/Service Tax at the rates prevailing at the time of tendering.

**Name of Work- Estimate for Cleaning of Drain from Culvert No 4 (Police Line) to Culvert No 16 (Police Station No 4)**

[illegible]

# **Bikaner Municipal Corporation**

**NAME OF WORK:** De-silting and Cleaning of Drains at Various Places in Bikaner Town.

## **TENDER DOCUMENT**

<b>Description</b>	<b>Page No.</b>
Eligibility conditions	<b>2-3</b>
General condition of contract	<b>4-5</b>
Special conditions of contract	<b>6-7</b>
Scope of work	<b>8-9</b>
Financial bid	<b>9</b>

## **Section 1:- Eligibility conditions**

The bidders shall be required to fulfill the following eligibility criteria, the requisite documents should be submitted in the technical bid in proof of qualifying the eligibility conditions, and otherwise the technical bid shall be rejected.

1. The bidder should be in business of mechanized drains desilting and cleaning work with the help of drain cleaning & desilting machines (like as Poklen, Jcb, Suction Machine waste dumper and other machines) and manpower's since last three years in any Govt. department in India. The related work orders and experience certificates should be submitted in proof of the experience in year, 2015-16, 2016-17 and 2017-18 from any local self government department. The certificates should be signed by the officer not below the rank of Executive Engineer or deputy commissioner.
2. The bidder should have sufficient experience of successful completion of similar nature work of cleaning & desilting of drain any government department/local self GOVT. body in India during last three financial years.
  - a. One similar work costing 75% of the package cost or more.
  - OR
  - b. Two similar work each costing 50% of the package cost or more
  - OR
  - c. Three similar work each costing 33% of the cost or more.
3. The bidder should have average annual turnover of the three financial years not less than the 1/3<sup>rd</sup> of the tender cost.
4. Litigation History: Bidders should provide accurate information on any litigation or arbitration resulting from contract complete or under execution by him over the last five years.
5. In case there are two or more bidders quoting the same price, corporation may in such case call all such bidders for negotiations. And select the preferred lowest rate on the outcome of the negotiations and seek consent of other particulars bidders.
6. The rates shall be quoted on firm basis and including all charges/GST etc. The rates should be quoted in Rupees/ Paisa.
7. TDS (Tax Deduction Source) as applicable will be deducted by this office. However final adjustment be done by the supplier with concerned department.



8. If the bidder failed to desilting of drains within stipulated period the security money will be forfeited.
9. The firm should submit the following along with their tenders, failing which their tenders will be rejected :-
  - a. All technical details along with commercial terms and conditions.
  - b. Details of Earnest Money deposited.
  - c. Any other relevant documents which the firms wish to submit.
  - d. Income tax clearance certificate and GST Registration.
  - e. Similar type of desilting and cleaning of drain works certificate from GOVT. office during last 3 financial years with satisfactory certificate.
  - f. Photo copy of VAT/GST/ Registration certificates and all other necessary documents.
10. Other Conditions are as per RTPP Act 2012 & Rule 2013 to be followed.

## **Section 2:- General condition of the contract**

### **2.1 Condition of Eligibility:-**

- a) Tender document shall be available on website [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in). The conditions of eligibility of bidders are mentioned in section 1.
- b) The technical bid consisting of all technical details along with commercial terms and conditions. The Financial bid indicating price for the item mentioned in technical bid.
- c) The financial bids of only the qualified bidders shall be open. While opening the tenders, the technical bid will be opened first and evaluated by the competent committee or authority. If the firm fails to fulfill all the conditions specified in the tender notice and fails to attach the documents as asked, the tender will be rejected out rightly. At the second stage, financial bids of only the technically acceptable offers should be opened for further evaluation and ranking before awarding the contract.

**2.2 Bid Security:** - Bid Security shall be 0.5% or 2% of the value of the Works indicated in the NIT. The bid security shall be in Indian Rupees, if not otherwise specified in the Bidder data sheet. Bid Security Shall be provided in the favor of **COMMISSIONER NAGAR NIGAM BIKANER** payable at Bikaner.

**2.3 Contract Agreement:** - The successful bidder will have to enter into a contract agreement with department on a non-judicial stamp paper of 0.25% of total estimate cost.

**2.4 Performance Guarantees:** - The successful bidder will have to deposit performance guarantee @ 5% of the total amount as bank draft or bank guarantee of a scheduled bank acceptable by the corporation in favor of **COMMISSIONER, MUNICIPAL CORPORATION, BIKANER** payable at Bikaner. The performance guarantee shall be valid up to contract closer date i.e. one year the date of start mentioned in the letter of acceptance. if contractor fails to start the work in the stipulated time frame or does not perform satisfactorily as per contract condition the performance guarantee can be forfeited by MCB and the work may be awarded to other agency on the contractors risk and cost. If successful bidder fails in doing this. His earnest money shall be forfeited and work shall be assigned to any of the second/third at approved rate.

**2.5 Compliance with Specifications:-** Bidder will have to give a certificate that offer is as per the technical specifications and shall submit with his offer the detailed data. The tender will be rejected in absence/incomplete data furnished by the bidder with his offer.

**2.6 Pre inspection and required clearance:-** MCB if desires, may depute his representative for inspection of the related work to ensure compliance of offered/ordered specifications and working condition of the unit before accepting the technical offer of the bidder or deployment of the unit for works at Bikaner, if information submitted found wrong or fraudulent, earnest money of the bidder shall be forfeited and works shall be awarded next lowest bidder on the rates decided by Nagar Nigam Bikaner.

**2.7 The legal jurisdiction shall be Bikaner.**

- 1) Litigation History: Bidders should provide accurate information on any litigation or arbitration resulting from contract complete or under execution by him over the last five years.

### **Section 3 special condition of contract**

- 1) The contractor shall be responsible for cleaning of drains in the jurisdiction of municipal corporation Bikaner by deploying machines and requisite manpower as per requirements. The contractor shall carry out the cleaning work as directed by the engineer in charge which may include preventive cleaning of drains work in association with other civil works. The job shall be allotted in morning by the engineer in charge or its authorized representative and the contractor has to deploy machine and resources accordingly.
- 2) The payment shall only be applicable, when the work carried out is satisfactory to the supervisory staff deployed by engineer in charge and after THIRD PARTY INSPECTION report.
- 3) Contractor shall do videography and photography at 10 meters interval of drain before and after work done on his own cost.
- 4) The machine, equipments and manpower shall be provided as per requirement.
- 5) Successful bidder shall have to start work within 07 days of issue of work order, otherwise the earnest money deposited could be forfeited and the offer could be transferred to next bidder.
- 6) All the man power, civil work material, fuel and machinery required for carrying out cleaning and desilting of drains shall be in the scope of work and thus to be provided by the contractor at his own cost. the civil repair of drain wall/ cover will be responsibility of the contractor and during cleaning any damage to the drain wall shall be repaired by contractor.
- 7) The firm will also arrange for the third party insurance for the department for any accidents etc. the insurance charges shall be payable by the firm.
- 8) All requirement of skilled and semi skilled and other supervisory staff deployed for the works shall be the responsibility of the bidder.
- 9) The work of cleaning/desilting may be required to be done during non peak hours of drain flow, hence drains cleaning unit may be required to work during night hours. Bidder shall deploy drain cleaning unit for such works during night hours without any extra cost to the department including lighting arrangements and in addition safety required during work.
- 10) All labor and other staff deployed for work shall be at the roll of the bidder and not on the rolls of the MCB as such their staff cannot claim for any service benefit from MCB or represent in any court of law. All labor laws and other applicable laws for carrying out the work shall be followed and the department will not be responsible for any lapse/consequences on these accounts.
- 11) The bidder shall be responsible to manage all safety measures required during the work and any miss happening at site during work of drain cleaning units for any reason, whatsoever shall be responsibility of the bidder. Bidder should ensure that the staff deployed should not have any bad antecedent .The bidder will also be responsible for any damage to any equipment/property of MCB and shall also restore the same to the satisfaction of the engineer in charge.

12) The drains cleaning unit should comply with pollution norms throughout the period of contract and any penalty etc. in this regard shall be in the scope of work of the bidder.

**13) Compliance with Labor Regulations:**

During continuance of the contract, the Bidder and his sub bidders shall abide at all times by all existing labor enactment and rules made there under, regulations, notifications and by laws of the State or Central Government or Local authority and any other labor law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or Central Government or the local authority. **Rajasthan Building and Other Construction Workers** (Regulation of Employment and Conditions of service) Rules, 2009 and Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 (Act no. 27 of 1996) shall be followed with regards to the worker deployed for the works and for safety during works as mandatory provisions under rules, Acts and laws.

**Compliance of provision of IS 11972; Safety precautions to be taken while entering a sewerage system must also be made by the Bidder.**

Due precautions shall be taken by the Bidder, at his own cost, to ensure the safety and protection against accidents of all staff and labor engaged on the works, local residents in the vicinity of the works, and the public traveling through the work sites.

The Bidder/Firm or company while executing the work will adopt all safety measures at his cost to safeguard from any loss of life and damage of public and private property. If any loss and damage is occurred, they will pay the full compensation from their own pocket to the concern. All the consequence (legal and or financial) will be borne by the Bidder only and Municipal Corporation Bikaner will not be responsible in any way.

## **Section IV; Scope of Work**

**4.1 Intent of the Contract:** Intent of the Contract is to ensure cleaning of covered storm water drains, culverts etc in various parts of Bikaner city by deploying machines with manpower, consumables, diesel-oil, operation and maintenance during contract period.

**4.2 Machine Requirement:** Machine required as per site conditions..

**4.3** The Contractor shall be responsible for cleaning of drains in the Jurisdiction of Municipal Corporation Bikaner by deploying machines and requisite manpower as per requirement.

**4.4** The term clean as used in these specifications shall mean the adequate removal of sand, dirt, roots, grease and other Solid or Semi-solid materials from the drains, to the satisfaction of engineer incharge.

**4.5 Cleaning precautions:** During drain cleaning operation, all precautions shall be taken to protect the drain from damage that might be inflicted by the improper working.

**4.6 De-silting of drain:** De-silting of drains may require plugging or blocking a particular Section of drain and pumping drain flow for by-passing Man holes/ a particular section of drain. Bidder shall design and insert/install such plugs wherever and wherever pumping and by passing is required. Bidder shall arrange for Generator set – Sewage pumps – piping and other equipments to bypass flow of Sewage around manholes and pipe sections isolated for de-silting work is to be done by the bidder.

**4.7 Disposal of Materials:** All solids or semi-liquids resulting from the Cleaning operation shall be removed from site daily before the end of daily work and disposed off up to the site specified by Engineer in charge.

**4.8 Recording of field data:**

For each location where cleaning and de-silting is performed, a joint report by the Bidder's site Supervisor/authorized representative and SI, J.EN /A.EN of Municipal Corporation Bikaner shall be prepared with copy of drain cleaning unit log sheet.

- Location
- Size of storm water drain
- Length of SWD cleaned – De-silting
- Depths of SWD.
- Detail of civil works like demolition/repair etc.

Such record/reports shall be submitted to the Engineer in Charge with a copy to the SI/HO and J.EN/A.EN. The Engineer in charge may prescribe format for such reports if he desired so.

**4.9 The authorized** representative of the bidder and BMC officials will jointly sign the department's authorized log sheet. .

**4.10** All cleaning and de-silting work to be done by deployment of drain cleaning unit shall be witnessed by the Engineer In-charge and or his representative Assistant Engineer.

**4.11 Penalties:** The contractor shall be liable to penalty as under if he fails to perform his contractual obligations besides any other action; the Engineer in charge. Municipal Corporation may decide to take as per the terms of the contract. Penalty shall be imposed on the contractor for delay in work, also

-All minor repairing & preventive maintenance shall be carried out within 24 Hrs. Otherwise penalty will be imposed as per penalty shown in penalty table, which will be deducted from the monthly bill of the contractor. Preventive maintenance schedules shall be prepared in coordination with central workshop department.

- All major repairing shall be carried out within 7 days otherwise penalty will be imposed as per penalty shown in penalty table, which will be deducted from the running bill of the contractor.

**4.12Insurance:-** The contractor shall be required to take full insurance for the vehicle/machine etc during the contract period. It will be the responsibility of the successful Bidder to have insurance coverage of their operating staff also. There will not be any reimbursement in this regard by Municipal Corporation Bikaner (MCB). If any mishap/accident occurs on the road or at site, the successful bidder will have to shoulder the complete responsibility of the same, right from registration of Police Complaint, lodging/follow up of the insurance claim and facing the court trials etc. It shall be the responsibility of successful Bidder to set right the vehicles/machines without raising any extra bills/claim against the same for reimbursing the same from MCB. However, they shall be liable to receive all the payments received by MCB against the settlement of insurance claims from the Insurance Institutions. Municipal Corporation Bikaner(MCB )authorities shall give the full cooperation to the successful Bidder by signing the requisite documents necessary for raising the insurance claim up to settlement of the same.

#### **Section 4:-Financial bid**

1. The rates should be quoted as per item rates in the BOQ format.
2. The quoted rated must be inclusive of all taxes, Government levies, GST/VAT/Service Tax at the rates prevailing at the time of tendering.



**Name of Work- Estimate for Cleaning of Drain from Culvert No 21 (After ROB Junction Point) to Vallabh Garden Disposal Point**

S.No.	SOR Reference	Particular	Unit	Rate	Nos	L(m)	B(m)	D(m)	Quantity	Amount
1	RUIDP 2017/Item No 35.22	Cleaning and removal of earth, silt, sludge, kankar, boulder, building material and garbage in existing nallah/drains including construction of bye pass arrangement to bypass water with 1.5m lift from ground level and lead upto 50 m including foul & saturated condition where pumping out or bailing out of water is required, including shoring, shuttering where required and dewatering. Making access for disposal and dressing disposal side as per the directed of the Engineer.								
	35.22.5	For depth above 6.00 m and upto 7.50 m	cum	460	1	4075	3	1.0	12225.00	5623500.00
<b>Total</b>										<b>5623500.00</b>