

SURENDRANAGAR MUNICIPAL CORPORATION



Request for Proposal

For

**Selection of Supplier for the procurement of 2 mini tractors
under Swachh Bharat Mission 1.0 for Surendranagar Municipal
Corporation.**

December – 2025

Disclaimer

Surendranagar Municipal Corporation (hereinafter called “SNMC” or “Authority”) has prepared this document to invite proposals from the bidders to submit the RFP for the scope of work mentioned herein. While SNMC has taken due care in the preparation of the information contained herein and believes it to be accurate, neither SNMC or any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

This information is not intended to be exhaustive. Interested parties are expected to make their own inquiries and research to gather the insights, knowledge and information that may be required for submitting a bid. The information is provided on the basis that it is non-binding to SNMC, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors.

SNMC reserves the right not to proceed with the bidding process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the bid further with any party submitting a bid.

No reimbursement of cost of any type will be paid to persons or entities submitting the Bid.

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1. Definitions & Interpretation

- **"Authority" or "Corporation" or "Owner"** shall mean Surendranagar Municipal Corporation (SNMC), and shall include its Municipal Commissioner, designated officers, successors, or authorized representatives acting on its behalf.
- **"Service Provider"** shall mean the individual/firm/company/organization whose Bid is accepted by SNMC and who has entered into a formal Contract Agreement for the execution of works under this RFP, and shall include their legal representatives, successors, and permitted assigns.
- **"Engineer-in-Charge"** shall mean the official designated by SNMC to supervise and certify the execution of work under this contract, including such officers who may be authorized from time to time to act on behalf of the Corporation.
- **"Bid" or "e-Tender"** shall mean the offer or proposal submitted by the Bidder in response to this RFP, including price quotations and technical details.
- **"Contract"** shall mean the legally binding agreement executed between SNMC and the selected Contractor for the execution of work as defined in this RFP, and shall include all contract documents, correspondence, clarifications, addenda, and amendments.
- **"Contract Price"** shall mean the total monetary compensation payable to the Contractor by SNMC for completing the assigned scope of work under the terms of this Contract.
- **"Contract Documents"** shall include this RFP document, instructions to bidders, Bid submitted by the selected Contractor, Letter of Award (LOA), Work Order (WO), clarifications, all annexures, scope of work, performance standards, specifications, addenda, and any subsequent amendments.
- **"Addendum/Addenda"** shall mean written or graphic instruments issued by SNMC prior to the Bid Due Date, which modify or clarify the RFP Documents.
- **"Corrigendum" / "Corrigenda"** Means formal notifications issued by the Authority to correct, clarify, or amend specific errors, omissions, or inaccuracies in the original RFP or any issued Addenda. Corrigenda shall carry the same legal weight as the original document and shall form part of the Contract Documents.
- **"Contract Period"** shall mean the total time duration within which the Contractor is required to complete the entire scope of work, as specified in the Work Order and subject to any extensions granted.
- **"Work"** shall mean all activities, operations, obligations, and deliverables to be performed by the Contractor as per the scope defined in the Contract Documents.
- **"RFP" or "Request for Proposal"** shall mean this tender document comprising instructions, eligibility criteria, technical specifications, contractual terms, formats, and annexures issued by SNMC for the selection of a contractor for legacy waste management.
- **"Letter of Award" / "LOA"**: Letter of Award issued by SNMC to the selected bidder.

- **“Remedial Period”** is the period specified by Authority in which Service Provider shall be required to remedy the breach or offence or damage caused by negligence of its staff as per the direction of Authority.
- **“Termination”** shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.
- **“Scope of Work”** is defined as the scope of works defined in clause 5 “Scope of Work” of this Tender elsewhere specified in this Bidding document, which the Service Provider shall be required to perform during the Contract Period.

2. Bid Summary

Sr. No.	Key Information	Brief Description
1.	RFP for	Selection of Supplier for the procurement of 2 mini tractors under Swachh Bharat Mission 1.0 for Surendranagar Municipal Corporation.
2.	Estimated Value	INR 10,00,000/- (INR Ten Lakhs only)
3.	Delivery Period	Within 15 days from the award of the contract/LoA
4.	Bid Submission Format	<p>Bidders are required to submit the Bid in the following three envelopes:</p> <p>a) Envelope 1: Tender Fee & EMD (Physical Submission) This envelope shall be superscribed "Envelope 1: EMD & Tender Fee". The amounts of Document fees and Bid Security are provided in this RFP summary.</p> <p>b) Envelope 2: Technical Proposal (Physical Submission of Documents)</p> <ol style="list-style-type: none"> (1) Bid checklist as per Annexure -1 (2) Forwarding letter as per Annexure-2 (3) Bidder Information / Registration details as per Annexure-3 (4) Certificate from a Registered Chartered accountant showing the turnover as per the RFP requirement as per Annexure-4. Copy of Audited Financial Statements for last 3 financial years i.e. 2022-23, 2023-24, 2024-25 signed by the auditor, shall be accepted. (5) Details of Hands on Experience as per Annexure-5. Supporting document in terms of Completion Certificate shall be submitted to showcase experience. (6) Authorization of signatory in the form of Board Resolution/ Partner's Resolution or Power of Attorney, as applicable as per Annexure-6. (7) Notarized Self Certification that the firm has not been blacklisted by any Government / Semi-Government authority as per Annexure-7. (8) Supporting evidence is to be submitted as provided in the eligibility criteria and qualification table equipment list etc. (9) Signed copy of RFP along with SNMC's response to pre-bid queries and addendum or corrigendum if any with respect to this RFP to be signed on every page by the Bidder's authorized representative.

		<p>This envelope shall be superscribed "Envelope 2: Technical Proposal" Qualification Bids for all sections may be submitted in a common envelope.</p> <p>All two envelopes shall be placed in one outer Envelope. The envelope shall be superscribed "RFP for Selection of Supplier for the procurement of 2 mini tractors under Swachh Bharat Mission 1.0 for Surendranagar Municipal Corporation" and submitted to the address specified in the RFP Summary before the Bid Submission Date.</p> <p><i>Note: Financial proposal to be submitted online only if submitted in the technical submission the bid will be rejected or the decision of the Municipal Commissioner will be final and binding.</i></p>
5.	Eligibility and Qualification Criteria	<ol style="list-style-type: none"> 1. Turnover Criteria for bidder: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be 200% of estimated tender value i.e. 20 Lakhs. A certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. (refer Annexure – 4) In case the date of constitution / incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for these criteria. The bidder shall submit copies of Income Tax Return (ITR) receipts for the last three (3) financial years. 2. Turnover Criteria for OEM: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as 200% of estimated tender value i.e. 20 Lakhs. A certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for these criteria. 3. The bidder shall submit valid KYC documents, including PAN card, GST registration, and MSME certificate (if available). 4. The bidder shall submit a CA-certified net worth certificate. 5. The bidder or the Original Equipment Manufacturer (OEM) shall submit valid ISO certificates, including ISO 9001:2015, ISO 14001:2015, and ISO 45001:2018. 6. The bidder shall submit a Make in India (MII) declaration certificate issued by the OEM.

		<p>7. The bidder shall submit a self-declaration on a ₹300/- non-judicial stamp paper confirming that the bidder has not been blacklisted by any Government, Semi-Government, or Public Sector Organization.</p> <p>8. Past Project Experience: The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of tractors during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:</p> <ul style="list-style-type: none"> (i) Three order of at least 30% of estimated bid value, each costing not less than ₹3.0 lakh, OR (ii) Two order of at least 40% of estimated bid value, each costing not less than ₹4.0 lakh, OR (iii) Single order of at least 50% of estimated bid value ₹5.0 lakh. <p>Satisfactory Performance certificate / CRAC issued by respective Buyer Organization for the above Orders should be uploaded with bid.</p> <p>9. Bidder shall submit the authorization letter from OEM.</p> <p>10. The bidder shall mandatorily submit the OEM-issued brochure of the offered product along with the bid. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.</p>
6.	Bid Evaluation	<p>Assessment of Eligibility and Qualification</p> <p>Bidders shall have to meet the Eligibility and Qualification criteria as specified in point no. 5 above and shall submit all the requested details as per point no. 4.</p> <p>The Selection Committee reserves the right to select or reject any bid at its sole discretion.</p> <p>I. The Bidder quoting the lowest prices for Services over the Contract Period shall be considered for award, subject to the condition that it shall not be seriously unbalanced in relation to the market rate or Authority's estimate. Such Bidder shall be considered as preferred Bidder.</p> <p>II. Authority may hold further negotiations on the price bid with the Preferred Bidder before the assignment of Letter of Acceptance.</p>
7.	Bid/Rate Validity	The Bid shall be valid for 90 days from the tender release date.
8.	Tender Fee & Earnest money Deposit (EMD)	Tender Fee of INR 1,500/- (INR One thousand five hundred only) and EMD of INR 30,000/- (INR Thirty Thousand only) in the

		<p>form of a Demand Draft on any Nationalized bank or Approved banks in favour of “Surendranagar Municipal Corporation” payable at Surendranagar on/before the last date of submission of technical bid. from any Nationalized Bank/Schedule bank / Bank as per SNMC Circular at the address “Department of mechanical engineering, Surendranagar Municipal Corporation, Surendranagar Municipal Corporation Office, Near Ajaramar Tower, Surendranagar - (363001)”.</p> <p>The EMD of the successful bidder shall be returned after the submission of the security deposit. EMD to other bidders shall be returned after 90 days of the opening of Tenders or selection of consultant whichever is later.</p> <p>The authority reserves the rights to in cash the DD. Bids not containing the EMD will be rejected.</p> <p>Tender Fee & EMD is mandatory.</p>
9.	Security Deposit/Performance Security	<p>The qualified bidder shall pay Security Deposit of 5% against the work received from SNMC in the form of a Demand Draft or Bank Guarantee on any Nationalized bank or Approved banks in favour of “Surendranagar Municipal Corporation” payable at Surendranagar.</p> <p>The Qualified agency shall pay the Security Deposit within 15 days from the date of LoA or Work Order whichever is earlier.</p>
10.	Bid Issue Date	The bid Issue date shall be 31/12/2025.
11.	Last date of Online tender submission and time	The Bid shall be submitted only on or before 10/01/2026 upto 18:00 hrs.
12.	Submission of Technical Bid in hard copy	<p>The Physical copy of bids shall be submitted at the Mechanical Engineering department, Surendranagar Municipal Corporation, Surendranagar Municipal Corporation Office, Near Ajaramar Tower, Surendranagar - (363001), by Speed Post/ RPAD/Hand delivery/Courier only in sealed cover duly super scribed with the name of work from date 12/01/2026 (during office hours) to 15/01/2026 upto 18:00 hrs.</p> <p>Note: In case the date for online submission is extended, the deadline for physical submission shall automatically be extended to four (4) working days after the extended date of online submission.</p>
13.	Opening of Technical Bid	On 15/01/2026 at 18:30 hrs. (If Possible)

14.	Levy of liquidated damages	In case of delay in the submission of the required output specified by the Authority or unsatisfactory completion of the task, The Authority may deduct any amount or percentage as decided by the competent authority as liquidated damages of the total invoiced amount for that particular task.
15.	Date of Commencement of Work	Immediate & Same day of receipt of work order/LoA whichever is earlier from the SNMC / Authority.
16.	Bid Availability	The tender notice can be viewed on the website https://gem.gov.in/ Interested bidders can view detailed tender notices and download RFP documents from the above-mentioned website.
17.	Right of Authority to accept or reject any proposal with reference to RFP	The Selection Committee will accept the bid which will be best suited in all aspects. The decision of the Authority shall be final in these aspects. The Authority also reserves the following rights without any kind of liability: (1) To accept or reject any or part of any RFP/ entire RFP or all the bids without assigning any reason thereof. (2) Not to proceed ahead in the RFP process at any stage without assigning any reason thereof. (3) All the rights reserved to the selection committee to select/reject the RFP.

Note: In case of inconsistency between the terms mentioned in the Bid Data Sheet and the detailed description, the terms of the Bid Data Sheet shall prevail.

Seal and Signature of the Applicant:

Date:

Surendranagar Municipal Corporation

3. Instruction To Bidders For Bid Preparation And Submission

3.1 Documents Constituting Bid

The RFP documents comprise the following and are to be read together:

- (i) This RFP document, and any other documents required to be submitted as specified in Bid Submission Format.
- (ii) Other documents constituting the RFP and acceptance thereof and shall be deemed to include any amendments, modifications to the RFP document or its constituent document.

3.2 Bid Submission Format

The Bidders are required to submit the Bid as per the RFP summary. The Bids submitted in the following manner shall be summarily rejected.

- Bids not signed by the Authorized signatory;
- Bids not submitted in line with the RFP clauses and format of submission as directed in the RFP document
- Bids which are submitted without RFP fee and EMD in the form specified in RFP;

3.3 Eligibility and qualification Criteria

The Applicants shall have to meet eligibility criteria to be eligible as specified in point no 6 of RFP summary. The Applications which are not meeting any of the eligibility and qualification criteria shall be rejected.

3.4 Bid Evaluation Method and Award Criteria

The Bid shall be evaluated as per the RFP summary. The selection shall be done as per the RFP summary.

3.5 Bid Signatory

The bidder shall appoint an Authorized signatory to sign and submit the RFP, and any allied correspondence, to remain present in the meetings held by the Authority and to sign the work if awarded to the bidder.

3.6 Bid Earnest Money Deposit (EMD)/ registration charges

Bid submitted in response to the RFP Document shall be accompanied by an EMD of the amount and format mentioned in the RFP Summary.

- (1) The EMD furnished by the Successful Bidder shall be refunded after the successful completion of depositing Security Deposit.
- (2) Bids not accompanied by requisite EMD shall be summarily rejected.
- (3) The EMD shall be returned to the bidder –
 - (a) Whose bid has not been accepted by the Authority.
- (4) EMD is a non-interest bearing deposit.
- (5) EMD should be in form of DD in favor of in favour of **“Surendranagar Municipal Corporation”** of any nationalized bank / Schedule bank and payable at Surendranagar shall be valid for entire period of 210 days.
- (6) MSME certificate for exemption of EMD is not applicable for this RFP.

3.7 Bid Security

For each work received (work order) from the authority, the bidder has to submit a 5% security deposited against work received from SNMC. The security deposit should be in form of DD in favor of in favour of “**Surendranagar Municipal Corporation**” of any nationalized bank / Schedule bank and payable at Surendranagar shall be valid for entire period of the particular project.

3.8 EMD / Bid Security shall stand forfeited in the following situations:

- (1) In case of revision and/or modification of terms of bid or withdrawal of bid during the validity period.
- (2) In case of submission of a grossly wrong or fraudulent bid
- (3) In case of bidder demands transfer of Contract before acceptance of offer or after acceptance of offer.
- (4) If the Bidder wants to withdraw before signing of Agreement or acceptance of work order.
- (5) In the event, successful bidder, after the issue of communication of acceptance of his bid by the Authority, fails/ refuses to start/ execute the work as herein. In such a case, the bidder shall be deemed to have abandoned the Contract and such an act shall amount to and be construed as the bidder's calculated and willful breach of contract, the cost and consequences of which shall be to the sole account of the bidder and in such an event the Authority shall have full right to claim damages thereof in addition to the forfeiture of the Bid security deposited in terms of this bid documents.

3.9 Validity Period

Bids shall remain valid up to 90 Days from the Due Date of Submission of Bid. Authority reserves the right to reject a bid that is valid for a period less than so specified and also shall not be liable to send an intimation of any such rejection to such bidder.

3.10 Extension of Period of Validity

In exceptional circumstances, the Authority may solicit the Bidder's consent for an extension of the bid validity period. Any such request by the Authority and the response thereto shall be made in writing and such extension by the Bidder should be unconditional.

3.11 Right to call for more information /documents

If during bid evaluation, the Authority finds certain information or documents not having been submitted by the bidder, or being made available partially only, the Authority, at its sole and absolute discretion retains the right to

- a) evaluate the bid based on submitted documents only or
- b) ask for the missing information or documents from the bidders

The Authority's decision in this case and with regard to any interpretation of any submitted documents would be final and binding.

3.12 Signing of Contract

The Contract shall come into force only if following conditions have been satisfied:

- (1) Agreement has been executed within the period as specified in the Letter of Acceptance.
- (2) As per the Bombay Stamp Rules Act 1958, Appendix 1, Article 5, the bidder shall enter into an Agreement with the Corporation on Rs. 300 Stamp Paper.

The Draft Agreement is provided in the Annexure-8. If for some reason, the Agreement is not signed or is delayed, and the Bidder has already been awarded the Contract through issuance of LOA, then, the terms of the RFP and bid submitted to the Authority without objection, shall be deemed to the operative contract in force.

3.13 Right of Authority to accept or reject any Bid

The Authority will accept the bid which will be best suited in all aspects. The decision of the Authority shall be final in these aspects. The Authority also reserves following rights without any kind of liability:

- (1) To accept or reject any or part of any bid/ entire bid or all the bids without assigning any reason thereof.
- (2) Not to proceed ahead in the bid process without assigning any reason thereof.

4. Scope of Work

Deliverables / Expectations from the Service Provider shall be as follows;

Required Technical Specification of Mini-Tractor

Sl. No	Description	Required Specification
1	Engine Power	Minimum 13–15 HP
2	Engine Displacement	Around 860–870 cc
	Emission Compliance	Bharat Stage TREM IIIA
4	Rated Engine Speed	Around 2300 RPM
5	Maximum Engine Torque	Minimum 47 Nm
6	Engine Cooling System	Water Cooled
7	Engine Aspiration	Naturally Aspirated
8	PTO Type	Transmission Driven
9	PTO Power	Minimum 11.3 HP
10	Transmission System	Sliding Mesh
11	Drive Type	Two Wheel Drive (2WD)
12	Steering Type	Mechanical / Manual
13	Brake Type	Dry Disc Brake/ Oil Break
14	Lifting Capacity at Hitch	Minimum 750-800 kg
15	Warranty	Minimum 36 Months

Note: The following standard accessories shall be provided with the tractor at no additional cost to the purchaser:

Hood, Bumper, Toplink, Hook, Jack, and Standard Tool Kit.

These shall be supplied as part of the basic equipment and included in the quoted price of the tractor.

Service provider shall provide a standard GPS system for the vehicle.

Color of the vehicle to be decided by the authority. The Service Provider shall paint or emboss the Authority's logo, slogan, or other prescribed markings on the goods as per the directions of the Authority.

Warranty:

Timely Servicing/rectification of defects during warranty period: After having been notified of the defects/ service requirement during warranty period, Seller has to complete the required Service / Rectification within 7 days time limit. If the Seller fails to complete service/rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service/rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service/rectification to the Buyer.

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any breakdown during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centers near consignee destinations are to be uploaded along with the bid.

The supplier shall deliver, install, and commission the tractor at the consignee site within 15 days of delivery. Commissioning shall include operational trial in presence of consignee's representative. The supplier shall provide necessary tools, accessories, and operator training. Acceptance will be based on successful commissioning report signed by consignee.

Insurance & License etc.

(i) The Supplier is responsible for transit and all other insurances (if/as required) till the items are delivered at the delivery location & even during the entire warranty & SNMC period when vehicle in their possession for maintenance or related work. All safety & security during such event shall be responsibility of agency.

(ii) Tenderer must make their own arrangements to obtain import license if necessary.

Rejection

Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time.

Inspection and Tests

The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

Packing

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

Transportation

Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

Additional Terms and Conditions

- **Service & Support Availability of Service Centres:** Bidder/OEM must have a Functional Service Centre in the State of Consignee's Location for carry-in warranty. If service centre is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
- **Service & Support Dedicated /toll Free Telephone No. for Service Support:** BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
- **Service & Support Escalation Matrix for Service Support:** Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
- Bid value shall include all the costs related to standard accessories, RTO, Insurance and local transportation, if any. Buyer will not bear any cost related this. Seller has to bear all the costs related to this.
- Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
- The rate shall include onsite performance testing and commissioning as well as onsite repairs and maintenance of all defective parts due to manufacturing defects during the warranty period. (excluding consumables like tyre, oil, batteries etc.).

5. General Instructions To The Bidder

5.1 General Instructions

- Language of the bid shall be English only.
- The Bidder should quote the Price Bid in the given format and the same will be inclusive of all taxes. TDS will be deducted from bill amount as per the prevailing Govt. Rules & regulations.
- Bidders are expected to quote competitive and workable rates.
- Bidders are advised to visit the Municipal Corporation to have the know-how of the actual working conditions, overall work and expectations before submitting their offer.
- Bidders shall submit necessary registration certificates like GST no., Pan No., company incorporation/ registration etc. registration copy & any other if required for the execution of such work as per government rules along with the RFP document.
- Conditional RFP shall not be accepted. Authority reserves the right to accept or reject such Bid/s without assigning any reason thereof.
- The selected Bidder shall have to start the work immediately from the date of the Work order. In case of non-compliance with the above condition, action may be taken.
- In case of any dispute or difference of opinion in the interpretation of any of the terms and conditions of this RFP, the decision of the Municipal Commissioner, shall be final and binding to all.
- If the project is cancelled no cost will be paid in any circumstances.
- The courts at Surendranagar in Gujarat state only will have jurisdiction to deal with and decide any legal dispute or contravention between the parties hereto
- The municipal commissioner, Surendranagar Municipal Corporation has right to negotiate with the qualified bidders on the price bid.

6. General Contract Conditions:-

6.1 Contract Conditions

- The Service Provider shall mobilize at his own cost, all the equipment's and manpower required to execute the work in accordance with the scope of work. SNMC shall not consider any claims for reimbursement of transportation cost for mobilization of men and equipment.
- The Service Provider shall co-operate and co-ordinate with other Agencies working in the SNMC or Officials who are in charge of work/service.
- Any Information or material borrowed by the Service Provider from SNMC, if any, shall remain the sole property of SNMC. Such property of SNMC shall be returned within the timeframe of completion of the work.
- The authority or its representatives may ask to change/alter/modify the scope, if deemed suitable, during the work execution period. The Service Provider shall make all good to incorporate such change/alteration/Modifications in the work being executed.
- The decision of the Municipal Commissioner SNMC will be final and abiding to all in any circumstances.
- The Authority shall inspect and observe the overall functioning of the activity/activities in light of the terms and conditions of the Contract.
- Liquidated Damages as decided by the Municipal Commissioner will be recovered/deducted from the billed amount in case of inferior performance or deviation from the task assigned.

6.2 Contract Period

- (1) The Contract Period shall be of One year commencing from the date of signing of Agreement which is further extendable up to one year on mutual consent upon establishment of satisfactory performance to the Authority.
- (2) In the event of Termination, the Concession Period shall mean and be limited to the period commencing from the Commencement Date and ending with the Termination.
- (3) In case of extension of Contract Period, the Service Provider is required to submit Performance Security of the value and of the validity as decided by the Authority during the time of increase the validity period of Performance Security for such period.

6.3 Indemnity

The Service Provider shall at all times, i.e. during the subsistence of the Contract and at any time thereafter, defend, indemnify, and hold SNMC harmless from and against all claims (including without limitation claims for infringement of intellectual property, breach of contract, death or injury to person/animal or damage to property, or other tort claims) and expenses (including costs incurred in defending itself in court proceedings) arising out of or relating to the breach by Service Provider of any covenant representation or warranty or from any act or omission of the Service Provider or his agents or employees

6.4 Confidentiality

Service Provider shall agree not to disclose to any third party or use confidential information of the other which each learns during the course of the Contract.

Service Provider shall not disclose or disseminate any data/information pertaining to the work, without prior permission to any person other than those employees of Authority, or its affiliates, who have a need to know it in order to organise the event on behalf of the Authority.

The provisions of Confidentiality in respect of Confidential Information shall not apply to the extent that such Confidential Information is:

- 1 Already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party,
- 2 Subsequently learned from an independent third party free of any restriction and without breach of the Contract;
- 3 Is or becomes publicly available through no wrongful act of the Receiving Party or any third party;
- 4 Is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party and without the participation of individuals who have had access to Confidential information of the Disclosing Party; or
- 5 Is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange (provided, however, that the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure).
- 6 The Receiving party will ensure that all their employees who are provided access to the Disclosing Party's Confidential Information, shall sign confidentiality agreements with the Disclosing party incorporating the same restrictive conditions as are set out in this clause, if so required by the Disclosing party. The confidentiality obligations in terms of this clause shall survive for the term of this arrangement and for a period of two years thereafter.

6.5 Event of Default

(a) Service Provider's Event of Default

- (1) The fails to perform/submit/deliver services/activities as per the schedule provided by the Authority.
- (2) Non-improvement in performance after issuance of notices (oral or written by the concerned official of the Authority) more than two times by SNMC.
- (3) Any representation made or warranties given by the Service Provider under this RFP is found to be false or\ misleading.
- (4) The Service Provider suspends or abandons the Work allotted without the prior consent of the Authority.
- (5) The Service Provider repudiates the agreement or otherwise evidences an intention not to be bound by it.
- (6) The Service Provider is otherwise in Material Breach of the agreement or commits a default in complying with any other provision of the RFP document.

(b) Authority Event of Default.

- (1) Authority repudiates this work or otherwise evidences an intention not to be bound by it.
- (2) Authority or any Governmental Agency has an act of commission or commission-created circumstances that have a Material Adverse Effect on the performance of its obligations by the Service Provider.

6.6 Penalty

If the supplier fails to deliver any or all of the equipments within the said period (as informed by NMC based on requirement), NMC shall deduct from the contract price as liquidated damages (Late delivery penalty) will be calculated on the basis of delayed days for delayed quantum (delayed work amount) of work and rate of

calculation will be 2% per month of delivery price will be recovered from the supplier without any reference to the supplier. The amount of Liquidated damages will be however subject to the maximum of 10% of the total contract sum. However, Delay in excess of one hundred (100) days after completion of delivery period may be cause for termination of contract and forfeiture of all security for performance.

6.7 Force Majeure

For purpose of this clause, "Force Majeure" means an event beyond the control of the Agency and not involving the bidder's fault or negligence. Such events may include, but are not restricted, wars or revolution, fires, floods, riots, Covid-19 Pandemic, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the Agency, which prevents or delays the work. If a force majeure situation arises, the qualified bidder shall notify Authority within 90 days in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Authority in writing, the qualified bidder shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event or Authority shall have right to terminate the agreement.

6.8 Termination Payment

- (1) In Case of termination of the contract due to the Service Provider's Event of Default the Authority shall not make any payment to the service provider.
- (2) In Case of termination of the contract due to Authority's event of default or due to any Force Majeure event, the Service Provider shall be entitled to receive residual payments from the Authority for only the completed/ provided task/ performance/ services under this Contract after deduction of liquidated damages payable to the Authority, if any.

6.9 Cancelation of work

- In case of cancellation of work by SNMC for the reasons attributable to change in plan/schedule/venue of the work and/or Force Majeure event described in the RFP, The Authority, at its sole discretion, shall pay the amount equivalent to the work completed by the Service Provider for the cancelled Work after due verification.

6.10 Dispute

- In case of any dispute, both parties would endeavor to resolve amicably. In case of disputes not being resolved amicably, the dispute shall be resolved through a process of arbitration held in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of such Arbitration shall be Surendranagar and its language shall be English.
- The Contract shall be construed and interpreted in accordance with and governed by the laws of India. The Courts at Surendranagar shall have jurisdiction over all matters arising out of or relating to the Contract.

6.11 Taxes, duties and GST compliance

- **Applicability of GST:**
 - The **Goods and Services Tax (GST)** regime has been in effect from **1st July 2017**.

- The **bidder/successful bidder** shall be solely responsible for **payment of applicable GST** on materials, services, and execution charges, as per the prevailing Government of India norms.
- **Reimbursement of GST Variations:**
 - In case of any **revision in the GST rate** during the tenure of the contract, **the difference amount shall be either reimbursed or recovered** by SNMC.
 - Reimbursement shall be made **only upon submission** of:
 - **Original proof of GST remittance** to the appropriate authority,
 - **Chartered Accountant's certificate** verifying that the amount has been paid to the Government of India,
 - **A formal claim made within 30 (thirty) days** from the date of GST remittance.
- **Timely GST Compliance:**
 - It is the **sole responsibility of the contractor** to remit GST within the prescribed statutory period.
 - In case of non-payment or delayed payment of GST:
 - SNMC may recover the due amount from any payable sum to the contractor,
 - **Non-compliance may result in termination of contract and forfeiture of security deposit**, at the discretion of the Municipal Commissioner.
- **Other Taxes, Duties, Levies & Cess:**
 - The **quoted rates shall be inclusive of GST, all other taxes, duties, cess, levies or incidentals** as applicable on the date of bid submission.
 - Any **new tax/duty/levy/cess** introduced during the contract period shall be **borne entirely by the bidder**, and **no claim in this regard shall be entertained by SNMC**.

6.12 Litigation History

The bidder should provide accurate information on any litigation history or arbitration resulting from contract's completed or under execution by him over the last ten years. This should also include such cases, which are in process/ progress A consistent history of awards against the bidder may result in failure of the bid. In case the bidder has not provided such information and later on has come to the notice of the authority, the tender will be rejected at what so ever stage and in such case, all the losses that will arise out of this issue will be recovered from the tenderer/contractor and he will not have any defense for the same.

6.13 Theft & Pilferage

In case of any theft or pilferage of any of the belongings of the SNMC, staff, other contract staff, or visitors, and in that case if any of the persons of the Service provider is found to be guilty of theft or due to the negligence of the Service provider's contractual personnel the loss occurs to the SNMC, then the loss may be made good by the Service provider immediately or the same may be recovered by the SNMC from the Security Deposit of the Service provider. SNMC apart from recovering the loss may over and above inflict a penalty as deemed fit in the case.

7. Selection Criteria and marking:-

7.1. Eligibility Criteria;

- 1 **Turnover Criteria for bidder:** The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be 200% of estimated tender value i.e. 20 Lakhs.
A certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. (refer Annexure – 4) In case the date of constitution / incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for these criteria.
The bidder shall submit copies of Income Tax Return (ITR) receipts for the last three (3) financial years.
- 2 **Turnover Criteria for OEM:** The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as 200% of estimated tender value i.e. 20 Lakhs.
A certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for these criteria.
- 3 The bidder shall submit valid KYC documents, including PAN card, GST registration, and MSME certificate (if available).
- 4 The bidder shall submit a CA-certified net worth certificate.
- 5 The bidder or the Original Equipment Manufacturer (OEM) shall submit valid ISO certificates, including ISO 9001:2015, ISO 14001:2015, and ISO 45001:2018.
- 6 The bidder shall submit a Make in India (MII) declaration certificate issued by the OEM.
- 7 The bidder shall submit a self-declaration on a ₹300/- non-judicial stamp paper confirming that the bidder has not been blacklisted by any Government, Semi-Government, or Public Sector Organization.
- 8 **Past Project Experience:** The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of tractors during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:
 - a. Three order of at least 30% of estimated bid value, each costing not less than ₹3.0 lakh,
OR
 - b. Two order of at least 40% of estimated bid value, each costing not less than ₹4.0 lakh,
OR
 - c. Single order of at least 50% of estimated bid value ₹5.0 lakh.Satisfactory Performance certificate / CRAC issued by respective Buyer Organization for the above Orders should be uploaded with bid.
- 9 Bidder shall submit the authorization letter from OEM.
- 10 The bidder shall mandatorily submit the OEM-issued brochure of the offered product along with the bid.

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

11 Selection Criteria:

I. The Bidder quoting the lowest prices for Services over the Contract Period shall be considered for award, subject to the condition that it shall not be seriously unbalanced in relation to the market rate or Authority's estimate. Such Bidder shall be considered as the preferred Bidder.

II. Authority may hold further negotiations on the price bid with the Preferred Bidder before the assignment of the Letter of Acceptance.

III. Quote shall be inclusive of GST and all other taxes.

ANNEXURES

Formats for documents to be submitted

Annexure 1: Bid Submission Checklist

Sr. No.	Particulars	Yes/No	Page No. of the bid submission
1.	Tender Fee		
2.	Bid Security / Earnest Money Deposit		
3.	Forwarding Letter (Annexure 2)		
4.	PAN card, GST registration, and MSME certificate		
5.	Bidder's Information (Annexure 3)		
6.	Financial Statement (Annexure 4)		
7.	ITR for last three financial years		
8.	Net worth Certificate		
9.	Authorization letter by OEM		
10.	MII declaration by OEM		
11.	ISO certificates - ISO 9001:2015, ISO 14001:2015, and ISO 45001:2018.		
12.	Details of Experience (Annexure 5)		
13.	Power of attorney (Annexure 6)		
14.	Anti-Blacklisting Certificate (Annexure 7)		
15.	Brochure of the offered product and detailed specification		
16.	Signed RFP document		

Annexure 2: Forwarding Letter

{On bidder's letterhead}

Dated:

To,

Municipal Commissioner,
Surendranagar Municipal Corporation,
Surendranagar.

Subject: Submission of Bid for RFP for Selection of Supplier for the procurement of 2 mini-tractors under Swachh Bharat Mission 1.0 for Surendranagar Municipal Corporation

Dear Sir,

We are pleased to make our submission for the captioned RFP. We are pleased to submit the following documents towards the same.

- 1. Tender Fee & EMD**
- 2. Technical Proposal and Relevant Documents**

I am aware of the Authority's right to accept or reject any/all bids without giving any reason and upon rejection of bid, I shall not be entitled to any right related to the Project.

We agree to all terms and conditions contained in the RFP document. We have not made any changes either directly or indirectly in terms and conditions of the RFP. In additions to terms and conditions of this RFP, I am not given any written or oral promises by the Authority.

I have thoroughly read and understand all the terms and conditions of this RFP and I promise to observe all the terms and conditions of this RFP. I have signed and stamped each and every page of this RFP document and submitted the same hereof.

Thanking You,

(Signature and name of Authorized Representative)

For (Name and seal of Bidder Company/firm)

Annexure 3: Bidder Information

{On bidder's letterhead}

1.	Name of Bidder	:	
2.	Type of Firm	:	
3.	Head office address	:	
4.	Local office address (if any)	:	
5.	Telephone No.	:	
6.	E-mail	:	
7.	Year of Incorporation/ Registration	:	
8.	Place of Incorporation/ Registration	:	
9.	Permanent Account Number (PAN)	:	
10.	EPF Registration No.	:	
11.	ESIC Registration No.	:	
12.	GST Registration No.	:	
13.	VAT No. (if any)	:	
14.	Professional Tax Enrollment Certificate (PTEC) No.	:	
15.	Professional Registration Certificate (PRC) No.	:	
16.	Banking Details	:	
	Bank Name	:	
	Branch Address	:	
	Bank A/c. No.	:	
	MICR Code	:	
	IFSC Code	:	
17.	Other Information (If any)		
18.	Name of Contact Person	:	
19.	Designation	:	
20.	Mobile No.	:	
21.	Email	:	

* Supporting document in terms of PAN/ registration certificate etc. shall be submitted.

(Signature and stamp of the Authorized signatory of Bidder with date)

Annexure 4: Format Statement showing financial details of the Proposer

{On Statutory Auditor's letterhead}

The audited Turnover of M/s_____ for the last three financial years is as follows:

Year	Turnover (Rs. Crore)
Average of three years	

Sealed and Signed by the Statutory Auditor along with Registration Number.

Annexure 5: Details on Experience

{On bidder's letterhead}

Bidders shall provide information for the performances of the last 5 years.

Sr. No.	Project Name	Client Name	Type of Certificate (Work order/ Completion)	Total Project Cost	Type of Vehicle Supplied (e.g., Tractor, Tractor with Implements, etc.)	Quantity Supplied

Sealed and Singed by the Authorized signatory

* Supporting document in terms of Completion Certificate shall be submitted to showcase experience.

Annexure 6: Format for Power Of Attorney

(Required only if the Signatory to the Bid is not directly authorized by the Company Board, or Partners.

Otherwise the Board Resolution/Partners Resolution would suffice)

Dated:

To,
Municipal Commissioner,
Surendranagar Municipal Corporation
Surendranagar

Dear Sir,

REF: Your RFP Ref.:

<Proposer's name> hereby authorizes **<Designated Representative's name>** to act as a representative of **<Proposer's name>** for the following activities vide its Board Resolution (and Power of Attorney if applicable)¹ attached herewith.

To attend all meetings conducted by SNMC and shall discuss, negotiate, finalize and sign any Proposal or agreement and contract with SNMC related to tender.

Yours faithfully,

<Signature and Name of appropriate authority of the Proposer >

<Signature and name of the Designated Representative of the Proposer for acceptance of this Power of Attorney>

For

<Name of Proposer >

Encl: Board resolution for Authorized signatory

¹ In case the Signatory to the bid is not directly authorized through a Board/Partners Resolution of the firm, then the Power of Attorney vesting relevant powers to the Signatory should be attached. The purpose is to trace the authorization to a Board/Partner's Resolution.

Annexure 7: Format for Self-Declaration

Format for Self - Declaration certifying that the Entity/Promoter/s / Director/s of Entity are not blacklisted (On a Stamp Paper of relevant value- To be notarized)

Anti-Blacklisting Declaration

I M/s. (Name of the Proposer), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or central government / department / Local Government / Municipal Body/ Public Agency in India or from abroad from participating in providing Consulting / Advisory Services of any kind, either individually or as member of a Consortium as on the _____-(Proposal submission Date).

We further confirm that we are aware that our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated thisDay of, 2025.

Name of the Proposer

Signature of the Authorized person

Name of the Authorized Person