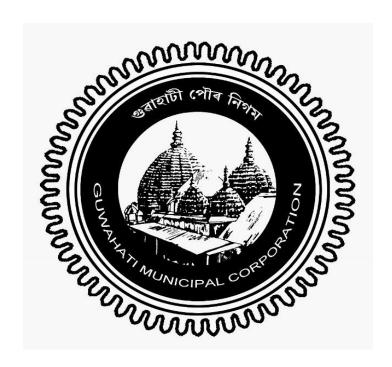
## **GUWAHATI MUNICIPAL CORPORATION**



TENDER DOCUMENT FOR THE SUPPLY OF 5 Nos. 14 CU.M CAPACITY COMPACTOR EQUIPMENT, MOUNTED ON HMV CHASSIS



# OFFICE OF THE GUWAHATI MUNICIPAL CORPORATION Garage Branch: Dr. B. Baruah Road:: Ulubari:: Guwahati-7

## **NATIONAL COMPETATIVE BID**

Name of Work: Bid for supply of 5 nos. of 14 cum capacity Garbage Compactor Equipment, mounted on HMV Chassis.

Sl. No.	Name of the work		Bid Security (in Rs.)	Cost of bid documents	period of Contract	
1	Supply of 5 nos. of 14 cum capacity Garbage Compactor Equipment, mounted on HMV Chassis		10.00 Lakhs (of the bid value) BID PROCEDUR	10,000.00	1 year	
	SCHED	ULE FUR	DID FROCEDURI	<u>.                                    </u>		
Sale	of Bid Document	From 28/0	From 28/06/2018 to 04/07/2018			
Subr	nission of Bid	Up to 2.00 PM of 04/07/2018				
Opening of Technical Bid		04/07/2018 at 3.00 PM				
Place of Opening of Bid		Office of the Guwahati Municipal Corporation, Panbazar, Guwahati.				
Offic	cer inviting Bid	The Commissioner, Guwahati Municipal Corporation, Panbazar, Guwahati-1				

Name of Bidder:	
Issue Date:	
	••••••••••
Issued To:	
	•••••••••••
Full Postal Address:	
••••••	••••••••••••
••••••	•••••••••••••••••••••••••••••••••••••••
Fax No.:	Tel no.:
Mobile No.:	E-mail:
Reference of cost of Bid Document:	
Receipt No.:	Date:

## SECTION - I

#### INVITATION FOR BID

The Commissioner, Guwahati Municipal Corporation, Guwahati invites sealed Competitive Bids in 2 cover system (Techno Commercial & Price bids) for the purchase of goods/machinery/equipment as detailed in the table.

Table 1

SI. No.	Details	Eligibility
1	TENDER FOR THE Supply of 5 nos. of 14 cum capacity Garbage Compactor Equipment, mounted on HMV Chassis	Manufacturers of Garbage compactors.

#### Table 2

#### **Terms & Condition:**

- 1. The bidders must be enrolled in www.assamtenders.gov.in
- 2. Interested Bidders must pay the Bid documents fee as non refundable fee as outlined in the table above; in the form of Demand draft drawn in any Nationalised/Scheduled Bank in favour of the Commissioner, Guwahati Municipal Corporation, payable at Guwahati, from the Garage Branch, Guwahati Municipal Corporation, Guwahati, on or before the date specified in row no.3 of table 2 above. Bid Documents can also be downloaded from the web site of Guwahati Municipal Corporation www.gmcportal.in.
- 3. The Bidder shall furnish, as part of the Bid, a Bid Security mentioned in table above. The Bid Security shall be either in the form of TDR or FDR, drawn from any Nationalised/Scheduled Bank in favour of the Commissioner, Guwahati Municipal Corporation, payable at Guwahati. The bid securities of unsuccessful bidders will be returned within 45 days of the end of the bid validity period specified in sub Clause 2.11 or after the signing of the contractual agreement with the successful bidder whichever is earlier.
- 4. The downloaded Bid documents shall be submitted without modification or insertion in the Bid documents, otherwise Bid will be liable for rejection. Such bidder shall submit the bid document fee with the bid in techno commercial envelope.
- 5. The filled up Bid documents must be delivered in two cover system (techno commercial and Price Bids in separate sealed envelopes and the sealed envelopes shall then be put together in another envelope as detailed in the bidding documents) with Bid Security as outlined in Para 3.
- 6. Bidders are advised to scan their Papers at 100dpi (in black & white mode) in 'PDF' format for multiple pages with maximum file size of 25MB. If numbers of pages exceed, the bidders are advised to create multiple files and upload the same in "Upload additional document" stage in <a href="www.assamtenders.gov.in">www.assamtenders.gov.in</a>.
- 7. The Bidder have to submit the hard copy of filled up Bid documents along with the Original copy of Bid Document fee and Earnest Money in the tender box at the Head office, Panbazar, Guwahati-1 up to the last date and time of submission as outlined in the table above. The filled up Bid documents can also be sent by post or courier to the above mentioned office. The Guwahati municipal Corporation shall not be responsible for any delay in transit.

- 8. The Bid will be opened at the time and date outlined in the table above, at the office of the Commissioner, Guwahati Municipal Corporation, Guwahati-1.
- 9. The Bids received after the due date and time as outlined in the shown above will not be considered under any circumstances.
- 10. All other details can be had from the Garage Branch of the Guwahati Municipal Corporation.

COVER 'A' - TECHNO-COMMERCIAL BID

COVER 'B' - FINANCIAL BID

Sd/-Commissioner Guwahati Municipal Corporation Guwahati

## **SECTION II**

## **INSTRUCTIONS TO BIDDERS (ITB)**

#### A. General

#### 1.1. Scope of Bid

- 1.1.1 **Supply of 5 nos. of 14 Cu.m Capacity quality Garbage compactors mounted on suitable HMV chassis.** The supplier should ensure uninterrupted, trouble-free maintenance (if required) of the Make & Model, quoted in the tender document. They should also ensure availability of quality spares and prompt service throughout the period of comprehensive maintenance contract period of garbage compactors.
- 1.1.2 The successful Bidder will be expected to complete the Contract within the period stipulated in the Contract Data.
- 1.1.3 Scope of Supply:
  - (i) Suitable chassis with Engines with Emission Norms prescribed by R.T.O Guwahati
  - (ii) Driver cum Attendant cabin as per specifications
  - (iii) Supply & Fitment of Compactor & Body as per specifications

#### 2.2. Eligible Bidders:

- 2.2.1 A Bidder shall be any Person, Company, Corporate body, Association, Body of individuals, Group of persons, Limited company, Firm, Organization either single or joint venture from India who are legally competent and entitled for entering into contract as per the law of contract prevailing in India..
- 2.2.2. In the case of Joint venture/Consortium/Group bidding:
- 2.2.2.1. There shall be a Lead Bidder. A Lead Bidder shall submit only one bid for the Contract. He shall not be a member in any other Consortium or joint venture for the same Contract. There shall be a joint venture or consortium or group agreement executed between the parties exclusively for the project and which shall be legally enforceable by way of attesting by a notary. This agreement shall be submitted along with the Bid.
- 2.2.2.2 All partners shall be jointly and severally liable for carrying out the supply under the contract.
- 2.2.2.3 The Lead Bidder shall be designated in the Joint venture/Consortium/Group agreement to be submitted along with the Bid. The Lead Bidder shall have the authority to conduct all business for and to act on behalf of any and all partners of the Joint venture/ Consortium/ Group, during the bidding process and in the event the contract is awarded.
- 2.2.2.4 The Lead Bidder shall be responsible for the submission of Bid and complete information required as per the described format, pertaining to each firm in the Joint venture/Consortium/Group and completion of contract documents and to furnish evidences admissible as per law. The Lead Bidder shall clearly identify the responsibility of other members of Joint Venture/Consortium/Group.
- 2.2.2.5 The Bid documents can be purchased by any one of the prospective members of a Consortium/ Joint venture/Group but shall be signed by the Lead Bidder as specified in the Joint venture/Consortium/Group agreement which also forms the part of the Bid document.
- 2.2.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practice.
- 2.2.4 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:-
  - (a) they or their sister concern have controlling shareholders in common;
  - (b) they or their sister concern receive or have received any direct or indirect subsidy from any of them;

- (c) they or their sister concern have the same legal representative for purposes of this bid;
- (d) they or their sister concern have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process;
- (e) A Bidder or their sister concern participates in more than one bid for the same package in this bidding process. Participation by a Bidder in more than one Bid for the same package will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid;
- (f) A Bidder or their sister concern participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.
- 2.2.5 The Bidder is not eligible to bid for Contract, if his relative is posted as an Officer in any capacity of Executive Engineer of above in Guwahati Municipal Corporation.
- 2.2.6.1 The Bidder shall be the manufacturer of garbage compactors for more than 5 years and should show proof for the same.
- 2.2.6.2 The Bidder shall have achieved total turnover of not less than Rs. 100 Crores every year during last 3 years. The certificate to that effect duly certified by Charted Accountant shall be attached.
- 2.2.6.3 The Bidder should attach proof for having sold not less than 100 nos. of the model of compactor that is to be quoted in the last 3 years.
- 2.2.6.4 At least 25 nos. of hopper type garbage compactors manufactured by the Bidder or their principal/collaborator shall be in operation as on 31.12.2016. The performance certificate for Garbage compactors as well as for the after sales service to that effect (for 25 nos) from the clients shall be attached along with the tender.
- 2.2.6.5 The Bidder should produce solvency certificate for Rs. 10.00 Crores from a Nationalised bank. Bank guarantee can be accepted.
- 2.2.6.6 The Bidder or their local representative shall have their own workshops to accommodate at least three vehicles at a time in and around Guwahati or enter into MOU with local workshop which is capable of accommodating 3 large vehicles at a time, within 30 days from the date of issue of order.
- 2.2.6.7 Bidder should submit the list of major components and assemblies which will be indigenously manufactured and the list of major components and assemblies which will be imported.
- 2.2.6.8 The Bidder will be called upon for giving presentation on after sales service issues. Points will be given based on existing facilities for service back up and also for plan of action for after sales service.

#### 2.3. Qualification of the Bidder

- 2.3.1 All Bidders shall provide a preliminary description of the proposed procurement method and schedule, as necessary.
- 2.3.2 All Bidders shall include the following information and documents with their bids in the prescribed format as stated in the Bid Data sheet:
- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) Total monetary value of business for each of the last three years;
- (c) Experience in the Contract of similar nature and size for each for the last three years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
- 2.3.3 Bids submitted by a Joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the Bid Data Sheet:

- (a) The Bid shall include all the information listed in Sub-Clause 2.3.2 above for each Joint venture partner;
- (b) If the Bidder is a Joint venture undertaking/Consortium/Group, all the parties need no sign the bid document provided that a Joint venture/Consortium/Group agreement and Power of attorney for the person to sign is submitted along with the Bid. The date of signature shall be provided wherever stated.
- (c) The Bid by a partnership firm shall contain the full names and addresses of all partners. It shall be signed in the name of the partnership firm by one of the members of the partnership authorized for the purpose or by an authorized representative followed by the name and designation of the person signing.
- (d) Copy of the constitution of firm/partnership with the name of partners duly attested by a Notary public and the instrument authorizing the persons to sign on behalf of the firm shall be furnished.
- (e) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
- 2.3.4 The Bidders shall furnish the qualification information in the format given in **Section VI**, unless otherwise specified in the bid Data Sheet.
- 2.3.5 The Bidder shall attach copy of agreement signed between the local service provider, if any (for maintenance contract), clearly spelling out details of salient features of the agreement between both of them. On being awarded the contract the outsourcing agency should also enter written commitment to Guwahati Municipal Corporation to faithfully honour the maintenance contract abiding by all the Terms & Conditions specified in the A M contract. Failure in performance of the contract in part or wholly, either by the Bidder or by the service provider shall result in forfeiture of all payments due, including the Security Deposit and also resulting in blacklisting both the tender as well as the service provider.
- **2.4.** Each Bidder shall submit only one Bid, either individually or as a partner in a Joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
- **2.5. Cost of Bidding:** The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.
- **2.6.** In any case any Bidder ask for a clarification to the Bid documents before 48 hours of the opening of the Bid, the Bid inviting authority shall ensure that a reply is sent and copies of the reply to the clarifications sought will be communicated to all those who have purchased the Bid documents without identifying the source of query.
- **2.7. Amendment of Bidding Documents:** At any time after the issue of the Bid documents and before the opening of the Bid, the Bid inviting authority may make any changes, modifications or amendments to the Bid documents and shall send intimation of such change to all those who have purchased the original Bid documents or shall be uploaded in the net. Prospective bidders shall promptly acknowledge the receipt thereof by telex, cable or fax to the Bidding authority. The Bid shall be furnished taking into account the addendum/amendments, if any, issued as mentioned above and any failure in doing so will lead to consequences including rejection of Bid.

#### B. Preparation of Bids

#### 2.8. Language of Bid

- 2.8.1 All documents relating to the Bid shall be in the language specified in the General Conditions of Contract.
- 2.8.2 Where such documents are in other languages (copies of Invoice/performance certificates), it is the responsibility of the bidder to attach attested translated versions in English along with the copies of such documents. The attestation should be done by an officer not below the rank of general manager of the bidders' organization or any notary public. The authenticity and genuineness shall be the responsibility of the bidder. If in future, it is proved that such documents are found to be non-genuine, or fraudulent, then corporation shall resort to cancellation of the contract; with hold any payments including security deposit and also take legal action besides blacklisting the bidder.

This is applicable to all facts, figures, relevant documents submitted by the bidder relevant to this tender.

#### 2.9. Documents Comprising the Bid

- 2.9.1 The Technical Bid (Cover-A) submitted by the Bidder shall comprise the following:
  - a) The Bid
  - b) Bid Security (Earnest Money) and document fee.
  - c) Registration Certificate of the company;
  - d) Latest Bank solvency certificate for Rs 10 Crores.
  - e) Latest registered partnership deed, in case of partnership firm.
  - f) Details of manufacturer's country of origin.
  - g) Manufacturers or their authorised dealers' documentary evidence for establishing the Supply of minimum 100 nos. of Garbage Compactors during last 3 years.
  - h) The documentary evidence, preferably photographs, from the manufacturer of garbage compactors /vehicles giving back up service to the Bidder if the Bidder is fulfilled by the collaborator to manufacturer.
  - i) The documentary evidence showing that the Bidder has got workshop along with MOU with local workshop.
  - j) Copy of PAN card with photo duly notarised.
  - k) A Copy of the MOU to be attached that the Bidder has entered into any 3rd party for executing including undertaking to supply his spares.
  - I) The original notarised agreement between the manufacturer and their principal/collaborator duly signed by both the firms confirming the collaboration for design, manufacture and supervision of compactor units as required under technical specifications.
  - m) The original letter from the Bidder or their principal/collaborator giving information that the garbage compactors will be produced under their technical guidance and direct supervision, if fabricated totally.
  - n) An undertaking from the manufacturer to supply all the spares required for the equipments for next 10 years.
  - o) All the literature & drawing in support of the product.
  - p) Performance certificates for 25 nos of garbage compactors from the clients.
  - q) Income Tax clearance certificate for the current year obtained from appropriate authority.
  - r) Layout dimensional drawings, literature and brand name, ISO Certification number (if available)
  - s) Certificate for having achieved Turn-over of not less than 100 Crores every year during last 3 years.
- 2.9.2 The Financial Bid (Cover-B) submitted by the Bidder shall contain the schedule of rates and quantities duly filled:
  - 1. The price of the goods shall be quoted as per specific format of Guwahati Municipal Corporation.
  - 2. The rates of taxes, duties & custom duties applicable on the day of opening **including Entry tax** shall be clearly included in the offer
  - 3. Prices quoted shall be fixed for both Chassis & Compactor.
  - 4. Charges for transportation, insurance and other incidental expenses for delivery of the equipment shall be included in the cost.
  - 5. The prices, cost stated in the tender shall be in Indian Currency only.

#### 2.10. Bid Prices

- 2.10.1 The Contract shall be for the supply of goods/machineries/equipments etc. based on the priced Bill of Quantities submitted by the Bidder.
- 2.10.2 All duties, taxes, **Entry tax** and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices, and total Bid price submitted by the Bidder.
- 2.10.3 If the contractor offers discount/rebate in a particular item, his bid price will be after deducting the discount from the original quoted price. If the contractor offers discount/rebate in the total value of work, his bid price will be same as original quoted rate, after calculating the total amount the discount/rebate amount is to be deducted.

#### 2.11. Bid Security

- 2.11.1 The Bidder shall furnish, as part of the Bid, a Bid Security for an amount of Rs. 10.00 Lakhs. Bids not accompanied by the Bid security will be rejected. This bid security shall be in favour of The Employer as named in Appendix and may be in one of the following form:
  - a. Bank Guarantee from any nationalized/scheduled Indian bank, in the format given in Volume III.
  - b. Fixed Deposit Receipt/Term Deposit Receipt issued by any Scheduled Indian Bank or a foreign Bank approved by the Reserve Bank of India.
  - c. Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.
  - d. Any bid not accompanied by an acceptable Bid Security and not secured as indicated above shall be rejected by the Employer as **non-responsive**.
- 2.11.2 The bid securities of unsuccessful bidders will be returned within 45 days of the end of the bid validity period specified in sub Clause 2.11.1.e or after the signing of the contractual agreement with the successful bidder whichever is earlier.

The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required **Performance Security**.

- 2.11.3 The Bid Security shall be forfeited
- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 2.17; or
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - (i) sign the Agreement; or
  - (ii) furnish the required Performance Security.
- 2.12.1 The original and all copies of the Bid shall be typed or written in ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub Clauses 2.3.2(a) or 2.3.3(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be signed by the person or persons signing the Bid.
- 2.12.2 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the Bid.
- **2.13 Alternative Proposals by Bidders**: Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including time for completion), basic technical specification, drawings and methodologies. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

#### 2.14. Format and Signing of Bid

- **2.14.1** The Bidder shall prepare one original and one copy of the documents comprising the bid as described in these *Instructions to Bidders*, bound with the volume containing the 'Technical Bid' and 'Financial Bid' in separate parts and clearly marked "**ORIGINAL**" and "**COPY"** as appropriate. In the event of discrepancy between them, the original shall prevail.
- **2.14.2** The original and copy of the Bid shall be typed or written in indelible ink and each page shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.
- **2.14.3** The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

#### 2.15 Submission of Bids

#### 2.15.1 Sealing and Marking of Bids

- **2.15.1.1**The Bidder shall seal the original and copy of the Bid in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". These two envelopes (called as inner envelopes) shall then be put inside one outer envelope. Each set of the inner envelope marked 'Original' and 'Copy' shall contain within it two separate sealed envelopes marked as 'Technical Bid' and 'Financial Bid' with additional markings as follows
  - Original or Copy, as the case may be
  - Technical Bid: To be opened on **04/07/2018 at 3.00 PM** (date of Technical Bid opening)
  - Financial Bid: Not to be opened before opening of the Technical bid.

The contents of Technical and Financial Bids will be as specified in clauses above.

- 2.15.1.2 The inner, outer and separate envelopes containing Technical and Financial Bids shall
  - (a) be addressed to the Employer at the address given in Appendix
  - (b) bear the identification as indicated in Appendix
- **2.15.1.3** In addition to the identification required in Sub-Clause 2.15, 1.1 and 2.15.1.2, each of the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 2.17, or the Evaluation Committee declares as non-responsive pursuant to Clause 3.
- **2.15.1.4** If the outer envelope is not sealed and marked as above, the Employer will not take any responsibility for the misplacement or premature opening of the bid.

#### 2.16 Deadline for Submission of the Bids

- **2.16.1** Complete Bids (including Technical and Financial) must be submitted by the bidder at the address specified above not later than the date indicated in appendix. In the event of the specified date for the submission of bids is declared a holiday by the Employer, the Bids will be received up to the appointed time on the next working day.
- **2.16.2** The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 2.7, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- **2.17.** Late Bids: Any Bid received late by the Employer after the deadline prescribed in Clause 2.16 will be returned unopened to the bidder.

#### 2.18 Modifications and Withdrawal of Bids

- **2.18.1** Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 2.16 or pursuant to Clause 3.
- **2.18.2** Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance to Clause 2.14 & 2.15, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.
- 2.18.3 No bid may be modified after the Deadline for submission of bids except in pursuance of Clause 3.
- **2.18.4** Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity may result in the forfeiture of Bid Security pursuant to Clause 2.11.3.

#### **E.BID OPENING AND EVALUATION**

#### 3. Bid Opening

**3.1** The Employer will open all the Bids received (except those received late), including modification made pursuant to Clause 2.17, in the presence of the Bidders or their representatives who choose to attend at time,

date and the place specified in IFB in the manner specified in Clause 2.16 and 3.3. In the event of specified date of Bid opening being declared a holiday on the date of receipt of the bids as specified the bids will be received and opened on the next working day at the same time and venue.

- **3.2** Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 2.18 shall not be opened.
- **3.3** Bid opening shall be carried out in two stages. Firstly, the envelopes containing "Technical Bid" shall be opened. The amount, form, and validity of the Bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid (ref. Column 4 and paragraph 3), and has not been furnished in the form specified in Clause 16, the remaining technical bid and the sealed financial bid will be returned to the bidder.

"Financial Bids" of those bidders whose technical bids have been determined to be responsive and on evaluation fulfills the qualification criteria shall be opened on a subsequent date, which will be notified to such bidders.

- **3.4** The minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 3, shall be prepared.
- **3.5** After the opening of the technical bids their evaluation will be taken up with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to clause 2.9, thereafter on fulfilling the criteria laid down in 6.2, a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- **3.6** The Employer shall inform the bidders, whose technical bids are found responsive, of the date, time and place of opening of the financial bids. The bidders so informed, or their representative, may attend the meeting of opening of financial bids.
- **3.7** If, as a consequence of the modification carried out by the bidder, in response to sub-clause 2.18, the bidders desire to modify their financial bid; they will submit the modification in separate sealed envelope so as to reach the Employer's address (refer sub-clause 2.15.1.2) before the opening of the Financial bid as intimated in the clarification letter (refer sub-clause 3.4). The envelope shall have clear marking "MODIFICATION TO FINANCIAL BID-Not to be opened except with the approval of the Evaluation Committee"
- **3.8** At the time of opening of "Financial Bid", the name of the bidders will be announced. The bids of only qualified bidders will be opened. The remaining bids will be returned to the bidders unopened. The responsive Bidders Names, the Bid prices, the total amount of each bid, any discounts, Bid Modifications and withdrawals, and such others details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any bid price or discounts, which is not read out recorded will not be taken into account in Bid Evaluation.
- **3.9** The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 3.6.
- **4. Process to Be Confidential**: Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

#### 5. Clarification of Financial Bids

- **5.1** To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion asks any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 7.
- **5.2** Subject to sub-clause 5.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

**5.3** Any effort by the Bidder to influence the owner's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

#### 6. Examination of Bids and Determination of Responsiveness

- **6.1** During the detailed evaluation of "**Technical Bids**", the Employer will determine whether each bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by required securities and (d) is substantially responsive to the requirements of the 'Bidding Documents'. During the detailed evaluation of the "**Financial Bid**", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e. priced bid, technical specifications, and drawings.
- **6.2** A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviations or reservation. A material deviations or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of the Bidders presenting substantially responsive Bids.
- **6.3** If a 'Financial Bid' is not substantially responsive, it will be rejected by the Employer, and shall not subsequently be made responsive by correction or withdrawal of non-conforming deviation or reservation.

#### 7. Correction of Errors

- 7.1 "Financial Bids", determined to be substantially responsive will be checked by the Employer as follows:
  - a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern;
     and
  - b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 7.2 The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:
  - a) If the Bid prices increases as a result of this correction, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;
  - b) If the Bid price decreases as a result of this correction, the decreased amount as stated in the bid will be the 'bid price'.

Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 2.11.3).

#### 8. Notification of Award and Signing of Agreement

- 8.1 The Bidders whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Condition of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 8.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 9.
- 8.3 The Agreement will incorporate all arrangements between the Employer and the successful Bidder. Within 10 days following the notification of award along with the Letter of Acceptance the successful bidder will come to the office of the employer and sign the contract agreement. In case, the bidder fails to respond the letter of acceptance during the stipulated time and deposit the requisite performance security, the second lowest bidder will be given the notification of award cancelling the notification to the 1<sup>st</sup> successful bidder. This process will

continue till the contract agreement for the work is finally signed. The bid securities of all the bidders who fail to respond the Letter of Acceptance served will be forfeited.

8.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

### 9. Performance Security (Security Deposit)

- 9.1 Within 10 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% of the Contract price.
  - A bank guarantee in the form given in section 8; or
  - Fixed Deposit Receipt/Term Deposit Receipt from any Nationalized/Scheduled bank, Indian Post Office National Savings Certificate duly endorsed by the competent postal authority and pledged in favour of the Commissioner, Guwahati Municipal Corporation, Panbazaar, Guwahati-1.
- 9.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a *Nationalized/Scheduled Indian bank* and acceptable to the Employer.
- 9.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 9.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

#### 10. Corrupt or Fraudulent Practices

The bidder shall observe highest standard of ethics during bidding process and execution of the project.

- 10.1 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- 10.2 'Fraudulent practice' means a misrepresentation of facts in order to influence the selection process or execution of a contract which is detrimental to the Employer and includes collusive practice among the bidders during selection process, designed to establish prices at artificial, non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- 10.3 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 10.4 Whereas the technical specifications and other tender conditions have been specified to the extent of receiving a good product and service in the interest of corporation, if the bidder suppresses and/or furnishes faulty facts and resorts to any other action with mala fide action with the only intention of bagging the order at any cost or supplying the products which are not of the best quality or in violation of tender specifications, then the corporation or any of its official are in no way responsible for any subsequent loss/damage arising out of such mala fide action. The bidder alone is solely responsible for all such liabilities arising out of any fraudulent actions.

#### 11. Evaluation of bid

The bid shall be evaluated on the total cost of the following:

- 11.1 As in schedule of the price bid (cover-B), while evaluating the total cost, the taxes, the custom duties applicable on the day of quotations shall be taken into consideration. Subsequently, deductions or additions of the taxes will not affect the ranking of the tenders. However, any or all mandatory taxes, levies, duties etc., increase may be considered on submission of proof of the same.
- 11.2 The bid shall be evaluated on the price quoted.

#### 12. Rejection of bid

The tender will be rejected outright if the bidder

- a) EMD is not attached.
- b) Stipulates the validity period less than what is stated in the form of tender
- c) Does not disclose the full names and address of all his partners in the case of all partnership concern.

- d) Does not fill in and sign the Tender Form Specification of the articles and works as well as Bill of Quantities and Rates completely.
- e) Does not submit the Tender in sealed envelope.
- f) Does not submit the Original Tender Form duly signed and stamped.
- g) Submit the tender without stating the rates either in figures or in words.
- h) Does not submit the annexure duly signed and stamped.
- i) Submit the tender without latest solvency certificate for Rs.10 Crores.
- j) Does not submit a valid original "Notarized" agreement between them and the principal/collaborators giving back up guarantee for design, manufacture and supervision of compactor units as required under technical supervision.
- k) Does not submit an original letter from the principal/collaborator stating that locally manufactured garbage compactors in India will be fabricated under the technical guidance and direct supervision of principal/collaborator and will be certified by them.
- The bidder should submit certified copies of PAN documents and certified copies of his/their photographs failing which 'The tender shall be rejected outright'.
- m) Does not submit the tender with manufacturer documentary evidence of supplying 100 nos. of mobile garbage compactors in India in the last 3 years.
- n) Does not submit details of local agent, his workshop, skilled workers, and supervisory staff working with him.
- Does not submit manufacturer's original undertaking towards guarantee for spares and services for 10 years.
- p) Does not quote for all the items slated in the schedule of quantities.
- q) Does not submit the certificate from the concerned authorities regarding 25 nos. of garbage compactors in operation as on current year of issuing tender.
- r) Does not submit the certificate from Chartered Accountants for having achieved turnover of Rs. 100 Crores during the last 3 years.
- s) Does not quote for only one make and only model of chassis as well as compactor unit.
- t) Does not mention make and model of chassis

## SECTION III

## **Conditions of Contract- General Conditions**

#### 13.1 Scope of Procurement

- 13.1.1 The quantity of procurement as provided in the tender documents is of indicative nature. The actual quantity will be as drawn by the Corporation through call ups and the same will be within the overall quantity of the Purchase order to be issued by this office.
- 13.1.2 The Employer reserves the right to reallocate the quantities between the locations within the Purchase order quantity in case the order placed is for multiple locations.
- 13.1.3 The Employer also reserves the right to short close the order at any time during the currency of the contract / validity of the Purchase order before drawing the full quantity.

#### 13.2 Packing

- 13.2.1 The vehicles should be delivered at specified offices in perfect condition and no damage or repair in transit shall be accepted. Necessary packing, if any, shall be provided by the supplier / bidder on his own cost.
- 13.2.2 In case the supply is to be made in bulk, the successful bidder will be required to ensure that the Bulk tank lorry through which the material is supplied is well equipped to facilitate smooth unloading at our locations.
- 13.2.3 In case the supplies are to be made in packed form, the details required in Special Conditions need to be furnished on the containers.

#### 13.3 Price

- 13.3.1 The rate/price offered by the bidder should be open for acceptance for a minimum period as mentioned in Section V Contract data, from the date of opening of the tender. No upward revision in the price will be allowed during the above period and after communication of the acceptance of the tender during the validity period.
- 13.3.2 The bidders are requested to quote the Unit rate and taxes, if applicable, in Format given in Section VII Price Bid. They should also specifically include Excise Duty, Education Cess, Sales Tax, Entry tax, Octroi and any other levies, including specified by Government of Assam.
- 13.3.3 If a particular bidder is not registered under Sales Tax Act, the price quoted by him will be treated as net and inclusive of sales tax and any further claim made by him for reimbursement of the same on account of retrospective registration under the Sales Tax Act will not be entertained by the Corporation. Any such liability for payment of Sales Tax will be wholly and exclusively that of the bidder quoting against our tender.
- 13.3.4 The price should be firm and irrevocable and not subject to any upward revision due to increase in cost of raw material, components and labour cost till the completion of the order. However, any increase / decrease in statutory levies on finished materials during the scheduled delivery period will be on Employer's account on production of documentary evidence.
- 13.3.5 All the rates given in the tender schedule should be expressed both in words and/or in figures and where there is difference between the two, the lower rate will be taken into consideration.
- 13.3.6 The bidders should indicate their price inclusive of packing, handling cost, loading, Transporting and unloading at Employer's location
- 13.3.7 The rate quoted should include Entry Tax, if any. There will be no liability on the part of Guwahati Municipal Corporation in any event of demand for Entry Tax during or after supply. It is the sole responsibility of the bidder to ensure that Entry Tax, if needed shall be paid by them. The quote should include all Taxes, Levies specified by Government of Assam.

#### 13.4 Quality of the Product

13.4.1 The product supplied should fully conform to the purchase specification agreed while participating in the tender. Such conformity of the material to the specifications shall be determined by testing the product/material as specified in the Special Conditions. The Test Report issued by the Employer alone will be considered as final and binding on the bidder.

- 13.4.2 The bidder shall be responsible for the quality of the material delivered until the same is tested and accepted by the Employer.
- 13.4.3 In the event the material delivered against the tender is found to be not in accordance with the specifications, the entire quantity/consignment will be rejected and the bidder will be responsible for replacement of the rejected material free of cost and / or reimbursing the Employer for resultant losses sustained on this account. Such materials will be lying at the Employer's site/ location at the risk and cost of the supplier for a period not exceeding 15 days.
- 13.4.4 The bidder will be obliged to collect the rejected material from the Employer's premises/ locations at his own cost, within 15 days of such notification to him in writing, failing which, the Corporation will be free to dispose of such material as it deems fit without any obligation whatsoever to the bidder.

#### 13.5 R.T.O. Requirements

The Bidder has to take necessary care of insurance, registration and FC etc., of the vehicles before commissioning. The Bidder has to observe RTO restrictions regarding height, width, overhang of vehicles and emission norms and the Bidder shall make his own arrangement to get the vehicles registered permanently and getting F.C. from RTO Guwahati. The vehicles have to be registered at Guwahati, Assam.

#### 13.6 Delivery

- **1.6.1** The delivery period indicated in the tender, or in our order, or separately in the form of a letter, from time to time, is to be strictly adhered to. In case of delay in supplying, the Employer reserves the right to ask for compensation for such late deliveries at its sole discretion. Such compensation will be payable on demand or shall be recovered from the EMD or Security Deposit or from any other payment due to the bidders from the Employer.
- **13.6.2** The Employer at its sole discretion also reserves the right to purchase the goods from other sources at the cost and risk of the bidder in case of failure to effect supplies within the stipulated delivery period.
- 13.6.3 No exemption under any circumstances shall be given for waiver of EMD or Security Deposit.
- **13.6.4 Delivery period:** The shortest delivery period is the essence of this tender. The delivery period is **60 days** from the receipt of this purchase order. Delivery of the equipment prior to registration shall be considered as delivery time. However, the equipment shall be registered within 10 days of delivery.

#### 13.7 Consignee and Security of Material

Security of all material in the section where the work is in progress shall be the contractor's responsibility and he shall arrange to guard the same from theft/pilferage/vandalism. The cost of providing such security shall be deemed included in the offer, whether or not explicitly mentioned so. In the event of any loss the contractor shall be responsible for the same. The contractor shall insure the materials. Any stores lost, prior to formally taking over by the Purchaser, shall be made good by the contractor at no cost to the Purchaser.

**13.8 Warranty:** The goods supplied should be covered under warranty for a period of not less than 12 months for both Chassis & Compactor, from the date of handing over /supply of vehicle whichever is earlier for manufacturing process or assembly or material defect on a combination of any or all of the above

### 13.09 Payment

The following payments shall be released:-

- a) 100% of the chassis cost on receiving the documentary evidence of chassis at compactor manufacturer's works and submission of Invoice in the name of Commissioner, Guwahati Municipal Corporation.
- b) 80% payment of compactor cost after supply at GMC specified locations and Permanent registration of vehicles in the name of Commissioner, GMC, within 10 days of Registration. (1st Instalment)
- c) 10% payment of compactor cost at the end of 1<sub>st</sub> year subject to satisfactory performance of compactor equipment.

#### 13.10 Penalty

Time is the essence of this contract. Hence, subject to Force Majeure, if the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, the department shall deduct from the contract price a sum equivalent to 0.5% of the delayed goods for each week of delay up to maximum deduction of 10% of the delayed supply or services. Once the maximum is reached the department may consider termination of contract. Delivery of the vehicles at GMC specified locations construes delivery as specified in the document. A Further period of 10 days is permitted to carry out the necessary R.T.O formalities for Permanent Registration, F.C, etc.

#### 13.11 Validity of Purchase Order

- **13.11.1** The validity of Purchase order is for 2 months.
- **13.11.2**. Due to operational requirement in some of the procurements, the validity of Purchase order may be different than the above. However, such change shall be notified in **Form 'A'** of the tender document.

#### 13.12 Force Majeure

Delivery of material is subject to Force Majeure conditions as under, If at any time, during the currency of the contract, the performance in whole, or part by either party or any obligation under the contract shall be prevented or delayed by reasons of anyway, hostility acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine, restrictions, strikes, lock-outs or acts of God, provided notice of the happening of such events is given by either party to other, within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damage against the order in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practical, if such event has come to an end or ceased to exist.

#### 13.13. Termination

- **13.13.1 Termination on expiry of the Contract:** The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Employer has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.
- **13.13.2 Termination on account of Force Majeure:** Either party shall have the right to terminate the Contract on account of Force Majeure, as set forth in clause 13.13
- **13.13.3 Termination on account of insolvency:** In the event the Successful Bidder at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Employer shall, by a notice in writing have the right to terminate the Contract and all the Successful Bidder's rights and privileges hereunder, shall stand terminated forthwith.
- **13.13.4 Termination breach of contract:** A breach by the Successful Bidder of its obligations hereunder and such breach not being rectified by the Successful Bidder within 30 days of receipt of the Employer's notice intimating such breach. Upon termination, the Successful Bidder shall surrender all the data and materials belonging to the Purchaser.
- **13.13.5 Termination for delay:** Successful Bidder shall be required to perform all activities/services as per this conditions and specifications. If the Successful Bidder fails to do so, the Contract may be terminated by the Employer by giving 30 days written notice unless the Employer has extended the period with levy of Liquidated Damages, as per Clause 1.11 of the tender. In the event of short supply or delay in supply, the balance goods to be supplied shall be procured from the available supplier and amount for the same will be recovered from the successful bidder besides stern action to be taken as per tender conditions
- 13.14.6 The employer may at any time terminate the Contract by giving 30 days notice without assigning any reason.
- **13.13.7** Consequences of termination: In all cases of termination herein set forth, the obligation of the Employer to pay shall be limited to the period up to the date of effective termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.
- **13.13.8** In case of termination of Contract herein set forth except under 13.14.1 and 13.14.2, the Contractor shall be put on holiday [i.e. neither any enquiry will be issued to the party by the Employer against any type of tender nor their offer will be considered by the Employer against any ongoing tender(s) where contract between the Employer and that particular Contractor (as a bidder) has not been finalized] for two years from the date of termination by the Employer to such Contractor.

#### 13.14 Disputes

Any dispute arising out of this agreement or that which may arise in future, will be resolved by taking recourse to mutual settlement in the instance, failing which the dispute will be subject to Guwahati Jurisdiction only.

13.15 Whereas the technical specifications and other tender conditions have been specified to the extent of receiving a good product and service in the interest of corporation, if the bidder suppresses and/or furnishes faulty facts and resorts to any other action with mala fide intention with the sole intention of bagging the order at any cost or supplying the products which are not of the best quality or in violation of tender specifications, then the Corporation or any of its official are in no way responsible for any subsequent loss/damage arising out of such mala fide action. The bidder alone is solely responsible for all such liabilities arising out of any fraudulent actions

## **SECTION IV**

## **Conditions of Contract-Special Conditions**

#### 14.1 Product Acceptance Tests

14.1.1 The supplied vehicle shall be subjected to rigorous field tests during operation and concerned field officers shall certify for the performance of the vehicles.

#### 14.2 Warranty Terms and Conditions

- 14.2.1 The Contractor shall be solely responsible for the maintenance; repair of the whole system supplied and integrated and the Employer shall not be liable to interact with any of the partners/ collaborators or subcontractors of the Contractor.
- 14.2.2 The Contractor shall have adequate Technical Support Centres' to meet the criteria for fault restoration/faulty unit repair times. The requirements for warranty shall be as per specifications. The Contractor shall furnish the names, locations, complete postal address, Telephone numbers and FAX numbers of all Technical support Centres' at the time of signing the Contract.
- 14.2.3 The Contractor shall also provide the name of alternate contact person or Technical Support Centre with address & telephone /FAX no., which may be contacted by the Employer or its authorized agency staff for support in case of no response/poor response from the designated Technical support centre. This, however, shall not preclude the Employer from imposing the penalties, if any, as applicable as per the terms & conditions of this tender.
- 14.2.4 Any change in Address, Phone number, FAX Number etc shall have to be intimated in writing by the Contractor to the concerned Engineer In-charge at the earliest, If the Engineer in-charge of the Employer is unable to report the faults to the normally assigned Technical support Centre due to the change of phone number etc. the fault will be reported (as per provision of above pare's) and the Contractor shall be responsible for rendering all the maintenance support services to the affected station as per the terms and conditions of this agreement.

#### 14.3 Emission Norms

The Garbage compactors should meet the requirement of Motor Vehicles Act 1989 with the emission norms prescribed by R.T.O Guwahati.

#### 14.4 Availability of spares

The bidder shall state the details of availability of spares after completion of guarantee period and name of the authorised dealers etc., from where the genuine spare parts can be obtained.

#### 14.5 Inspection

- 14.5.1 The department or its representative shall carry out inspection of the finished compactor assembly mounted on Chassis. Only after the inspection team clears the prototype compactors assembly mounted on chassis, the manufacturer shall complete works on all the ordered quantity.
- 14.5.2 The inspections and test shall be conducted on the premises of the supplier or manufacturer or it subcontractor(s). Where conducted on the premises of the Supplier or manufacture or its subcontractor(s), all reasonable facilities and assistance including access to drawings and productions data shall be furnished to the inspectors at no charge to the department. Any to & fro travelling and stay on duty for carrying out such inspection by the purchaser's representatives shall be to the supplier's account.
- 14.5.3 Shall any inspected or tested goods fails to conform to the specifications, the Department may reject them and the supplier shall either replace the rejected goods or make all alternations necessary to meet specifications, requirements free of cost to the department.

- 14.5.4 Nothing in above in any way release the supplier from any warranty or other obligations under this contract.
- 14.5.5 All the inspection Expenditure will have to be borne by the bidder.
- 14.5.6 The successful bidder will have to produce a certificate at the time of inspection from the steel manufacturers or reputed laboratory regarding the quality and type of steel supplied. In case of important equipments a certificate from the principals / collaborators or MOC certificate shall be produced.

#### 14.6 Insurance

The Goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special conditions of Contract.

## **SECTION V**

### **Contract Data**

The Name of the Contract: SUPPLY OF 5 Nos. 14 CU.M AND CAPACITY COMPACTOR EQUIPMENT, MOUNTED ON HMV CHASSIS.

Validity of Order : 60 days.

Performance Security : 2 years

Contract Value : Approximately Rs. 200.00 Lakhs

Warranty :12 months of normal Warranty

## **SECTION VI**

15.1. DECLARATION BY THE BIDDER/BIDDER	
I/We	hereby declare that I/We am / are not ir
any way related to any officer who is in charge of	or having contro
of this work as referred ITB. I/We agree that if, at any stage, it is for	ound that this declaration is untrue, the bid
security/performance security paid by me/us will be forfeited and the co	ntract entered will stand cancelled at the risk
and cost of contractor. It is understood that the relationship with the o	officer referred to herein will be restricted to
those referred in ITB.	
Cignotius of the hidder	
Signature of the bidder	
Place:	

Date:

## 15.2. Letter of Bid

(Location)	
(Date)	
From	
(Name & Address of the Bidder)	)
To Dear Sir/Madam,	
Sub: Tender for SUPPLY OF 5 No	os. 14 CU.M CAPACITY COMPACTOR EQUIPMENT, MOUNTED ON HMV CHASSIS.
are submitting this tender for our Our Proposal is binding upon expiration of the validity period Rs(Amount in competing for (and, if the award we will strictly observe the laws 1988".	confirm that we meet all the qualification criteria given in the Tender Document Webster eligibility for the above assignment.  us and subject to the modifications resulting from contract negotiations, up to of the Proposal, i.e. [Date]. Our attached financial proposal is for the sum of words). This amount is inclusive of the all taxes, duties etc. We undertake that, in it is made to us, in executing) the above contract, against fraud and corruption in force in India namely "Prevention of Corruption Action to accept any Proposal you receive.
Authorised signatory	:
Name and title of Signatory	:
Name of Firm	:
Address	:

## 15.3. Qualification Information

## 15. 3.1 PARTICULARS OF THE BIDDER

Name of the Bidder	
Whether Sole Trader / Partnership / Private Limited Co. or Public Limited Co.	
Residential Address	
Address of the Registered Office	
Address of the Branch / Office Quoting against the Tender	
Address of the Factory	
Names and addresses of the Proprietors / Partners / Directors	
Year of Establishment	
Year of Establishment	
Registration No. & Date	
Registered under (give details under which Act the Company is registered)	
Whether the item is completely manufactured in Bidder's factory Yes / No	
Testing facilities available	
Testing facilities available  Whether there is any ISI Registration, if so, details thereof ISO Registration	
Whether there is any ISI Registration, if so, details thereof	

State Sales Tax Registra					
Central State Sales Tax F					
Names of the Bankers					
Note: For providing the above information, if required, separate sheet may be enclosed.					
DATE	SIGNATURE	<del></del>			
SEAL	NAME	_			
DESIGNATION					
ADDRESS					
Email ID					

## 15. 3.2 APPLICATION INFORMATION SHEET

## **Application Information**

Bidder's Legal Name	
In the case of Joint Venture/ Consortium/Group, legal name of each partner	
Bidder's actual or intended year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone no., e-mail address)	
Attached are copies of the following original documents  1. In the case of single entity, articles of incorporation or constitution of the legal entity named above.  2. Power of attorney to represent the firm or JV/consortium /group named above.  3. In case of JV, power of attorney for lead member of consortium by other JV partner	
Signature of Bidder	

#### 15.3.4 FINANCIAL STATEMENT (DATA FOR PREVIOUS THREE YEARS - IN INDIAN RUPEES)

#### a. Information from Balance Sheet

YEAR	2014-15	2015-16	2016-17
Total asset			
Total liabilities			
Net worth			
Current assets			
Current liabilities			

#### b. Information from Income Statement

Year	2014-15	2015-16	2016-17
Total Revenue			
Profit before tax			
Profit after tax			

Attached are copies of financial statements (balance sheets including schedules and income statements) for the last three years, as indicated above, complying with the following conditions:

All such documents reflect the financial situation of the bidder

Historical financial statements must be audited by a certified chartered accountant

Historical financial statements must be complete, including all schedules to the financial statements

Note: Bidder and Each member of JV/consortium/group must furnish details separately in this form

### **15. 3.5 TOTAL ANNUAL TURNOVER**

(Bidder and/or Each member of Joint Venture/consortium/group must fill in this form)

### TOTAL ANNUAL TURNOVER FOR THE LAST THREE FINANCIAL YEARS

Year	Indian Rupee
2014-15	
2015-16	
2016-17	
TOTAL	

## 15. 3.6 PRESENT ASSIGNMENTS IN WHICH BIDDER FIRM IS ENGAGED AS A LEAD PARTNER

	I		I	
Name & Address of client				
Brief Scope of the Work				
Purchase Order (P.O) No. & Date of issue of P.O.				
Cost of Procurement (in Rs)				
Type & amount of portion sublet by you				
Period of Contract				
Whether the copies of the purchase orders / contracts from the client as required, is attached?				
Yes/ No				

## 15. 3.7 PRESENT ASSIGNMENTS IN WHICH BIDDER FIRM IS WORKING IN JOINT VENTURE

	I	I	I	I	
Name & Address of client					
Brief Scope of the Work					
Purchase Order (P.O) No. & Date of issue of P.O.					
Cost of Procurement (in Rs)					
Type & amount Of portion sublet by you					
Period of Contract					
Whether the copies of the purchase orders / Contracts from the client as required, is attached?  Yes/ No					

## 15. 3.8 PRESENT ASSIGNMENTS IN, WHICH BIDDER FIRM IS, WORKING AS PARTNER

(INDICATE PLACE OF WORK FOR WHICH FIRM IS RESPONSIBLE)

Name & Address of client			
Brief Scope Of the Work			
Purchase Order (P.O) No. & Date of issue of P.O.			
cost of Procurement (in Rs)			
Name of Lead Partner and other Partners With whom you are in JV			
Period of Contract			
Whether the copies of the purchase orders / contracts from the client as required, is attached?			
Yes/ No			

## 15. 3.9 DETAILS OF SUB CONTRACTOR AND THEIR RESPONSIBILITES

(Applicable in case of subletting)

SI. No.	Name & Address of Sub Contractor	Responsibility	Value of work to be sublet.	Other contracts that the sub-contractor is engaged in

# 15. 3.10 COMPLETED WORKS IN WHICH FIRM WAS THE LEAD PARTNER (DURING LAST 5 YEARS)

Scheduled		
Actual		

# 15. 3.11 COMPLETED WORKS IN WHICH FIRM WAS IN JOINT VENTURE (DURING LAST 5 YEARS)

Name &Type of project/ works and its location			
Brief Technical description			
Name & Address of client			
Period of contract			
Cost of project (in Rs)			
Type & amount of portion sublet by you			
Year of Completion	Scheduled		
	Actual		
Reasons for delay if any			

## **SECTION VII**

### TECHNICAL SPECIFICATION OF 14 Cu.m. Garbage compactor

#### **CAPACITY COMPACTOR EQUIPMENT:**

#### **Construction of Compactor:**

The compactor body shall be well equipped with Hydraulic Tail gate with Packer Sweeper mechanism and Ejector barrier & it should have rib-less construction and Constructed out of hightensile steel grade ST 52 mounted on 16 Ton GVW/4200 WB Chassis.

#### Compactor Body construction shall comply with the below given requirements:

- 1. The compactor body must be sufficiently strong with curved smooth sides and will have inside volume of minimum 14 cu.m
- 2. The Compactor shall be design to carry pay load of minimum 10 MT.
- 3. The equipment shall be rear loading type, loading height shall not be more than 1.1 Mtr. and shall be able to unload small ACE type Tippers in to the Hopper directly without any problem.
- 4. Hopper Capacity shall be minimum 2 Cu.M. to accommodate maximum volume of waste to reduce the no. of packing cycles.
- 5. The tailgate shall be equipped with heavy duty body locks one on each side and should be automatically lockable & unlock able while closing the Tail gate.
- 6. Grab handles shall be located on each side & opening of the tailgate. The tailgate shall be fixed with heavy duty pins at the top with the compactor body.
- 7. The tailgate shall be provided with sturdy Bell Crank hinge mechanism and roof mounted Hydraulic Cylindersto achieve mechanical advantage while raising and lowering the tail gate with controlled speed.
- 8. The tailgate shall be provided with one piece 10 mm thick removable nitride /natural rubber gasketacross the sides and bottom of Tail gate opening.
- 9. The operation of the tailgate mechanism shall include Emergency stop and should do the operation by hand lever
- 10. Over center Check valves shall be provided on Tail gate Cylindersto prevent the tailgate descending in the event of hydraulic failure.
- 11. Lever controls shall be provided on the rear side of the vehicle to operate packing & sweeping mechanism. Arrangement shall be provided to stop the system instantaneously with the help of emergency stop switch provided at the rear of the vehicle. Total operation cycle time of Packer Sweeper mechanism shall be completed in 35 Sec.
- 12. The packer and Sweeper Plates shall be fabricated out of high tensile wear resistance steel plates and reinforced with high tensile ST 52 steel sections and shall be fitted with sturdy mountings for the cylinders.

- 13. Auxiliary arrangement shall be provided to control the speed of the engine outside the driver cabin at the time of various operations like Packing–Sweeping, Tail gate lifting and Ejection operations and should operate the engine at required operational speed.
- 14. The ejector plate shall be suitably angled so that 100 % ejection of waste can takes place in single operation.
- 15. Ejector plate shall be supported as well as guided in two C Channels located along the Body sides. Free sliding replaceable guide shoes made up of high wear resistant polyamide material shall be use to guide and hold the Ejector plate in the C- Channel.
- 16. Pressure regulation Valve shall be provided for setting desired pressure of telescopic cylinder on the ejector plate to monitor the Compaction ratio of waste. The regulation Valve shall have a key lock arrangement for pressure setting & for safety of the system.

  It must serve during loading as an aide for the refuse compaction process.

# A. The Body & Ejection Barrier

The Body shall be of approx 14 Cub. M. Volumetric Capacity. The hopper shall be suitable to carry at least 2 Cu. M.of garbage. The body will be mounted on the chassis with the help of Body long members and suitable "U" bolts or attachment Plates. The cross member shall be minimum size of 100X50X6mm in size. Body paneling, roof and floor construction, shall be as follows:

- 1. Material: High tensile steel ST52grade with yield strength 350 N/mm<sup>2</sup> and tensile strength 510 N/mm<sup>2</sup>, meeting the standards of IS 2062 E352 Specifications(Test certificate shall be produce on demand)
- 2. Roof: 4 mm thick of steel ST52 (yield 350 N/mm<sup>2</sup> and tensile strength 510 N/mm<sup>2</sup>)
- 3. Sides: 4 mm thick of steel ST52 (yield 350 N/mm<sup>2</sup> and tensile strength 510 N/mm<sup>2</sup>)
- 4. Floor:5 mm thick of steel ST52 (yield 350 N/mm<sup>2</sup> and tensile strength 510 N/mm<sup>2</sup>)

Body shell sides shall be curved in shape and floor shall be tapered by 5 degree in centre (length wise) with integrated sump at front, which helps to accommodate more garbage and give smooth flow of leach ate to integrated sump.

#### **Ejection Barrier**:

Refuse Ejector barrier shall be made up of steel ST52 with yield strength 350 N/mm² and tensile strength 510 N/mm² and bottom shall be made up of wear resistance steel plate, with yield Strength 1000 N/mm² and Tensile strength 1250 N/ mm².

# B. Tailgate

a) Tail gate sides made up of : 7 mm thick wear resistance steel plate Hardox –

400, with yield Strength 1000 N/mm<sup>2</sup> and Tensile

strength 1250 N/ mm<sup>2</sup>.

b) Tail gate Hopper : 7 mm thick wear resistance Hardox – 400 steel

plate, with yield Strength 1000 N/mm<sup>2</sup> and

Tensile strength 1250 N/ mm<sup>2</sup>.

c) Reinforced with : 4 mm thick super structure of steel ST 52.

d) Sweep &Packer Blade plates: 4 mm thick wear resistance steel plate, Hardox

400 with Yield Strength 1000 N/mm<sup>2</sup> and

Tensile Strength 1250 N/ mm<sup>2</sup>.

# Hydraulic Cylinder:

- 1. There shall be minimum 9 hydraulic cylinders, out of which 8 shall be double acting single stage Cylinders and 1 shall be double acting multistage Cylinder. The Hydraulic cylinder tube shall be made of ST52 or equivalent high tensile steel. The piston rod shall be hard chrome plated; gland and piston shall be made of EN series materials. All cylinder bearings shall be self lubricated, composite bush and spherical type. All seal shall be of high quality material. 02nos. double acting cylinders shall be used for lifting and lowering of tailgate. The ejector plate shall be provided with double acting telescopic cylinder while 2 nos. of double acting cylinders each shall be provided for packer plate and carrier plate.
- 2. The high pressure hoses shall have working capacity up to minimum pressure of 270kg/cm² and testing pressure of 540 kg/cm². PSI and bursting pressure of 675 kg/cm²
- 3. All the pins used on the equipment shall be of EN8 and hardened.
- 4. All metallic hydraulic pipes shall be seamless and shall be suitable to withstand the high pressure. The end connections, bends shall be as per manufacturer standards, leak proof with latest technology connection systems.

## **Hydraulic System:**

1	P.T.O	Preferably vehicle manufacturers
2	Hydraulic pump.	Hyd. Pump with 88 lpm @ 1000 rpm with Min.170 kg per CM Square
3	Packer plate Hyd Cylinder stroke	835 mm
4	Packer plate Hyd. Cyl. Internal Diameter.	100 diameter
5	Sweeper plate Hyd Cylinder stroke	615 mm
6	Sweeper plate HydCyl. Internal diameter	100 mm
5	Tailgate Hyd. Cyl. Internal Diameter	70 diameter
6	Tailgate Hyd. Cyl. stroke	550 mm
7	Ejector Cylinder	Imported Telescopic type
8	Ejector Cyl. No. of stages	03
9	Ejector Cyl internal diameter	100 /80/ 60 mm dia
10	Ejector cy. Stroke	1530 mm
11	Hydraulic Valve	Vehicle Manufacturer/ Vickers / Parkar/ imported equivalent
12	Oil Capacity	125 ltrs
13	Size of suction filter	140 microns
14	Size return line filter	25 microns
15	Cycle duration for Bin lifter	30 Sec. min (at Idle )
16	Duration of Ejection	60 Sec. min ( at Idle)
17	Pump and PTO Mounting	Directly coupled without any intermediate shaft
18	Tank (Hardox material leachate tank)	50 liters
19	Bail Crank mechanism ( Hardox Material)	30 mm thick Hardox 400 or equivalent, with yield strength 1000 N/mm2 and Tensile strength 1250 N/mm2

### **Hydraulics:**

The vehicle chassis shall be selected to mount hydraulic equipments easily as per the given specifications.

A pressure relief valve shall have to be provided as built in control valve to safe guard the hydraulic circuit and to prevent excess loading of the equipment.

Arrangement to have direct drive from P.T.O. to the hydraulic pump shall be made. The P.T.O. hydraulic pump and the hydraulic system fitted shall be manufactured by reputed manufacturers. The following reputed makes of hydraulic equipment shall only be fitted on vehicle.

Sr. No	Components	If the equipment supplied is Indian	If the equipment offered is imported
1	P.T.O.	Vehicle Manufacturers	Standard makes approved by the equipment manufacturer. (A certificate
2	Pump	Reputed Manufacturers	from the equipment manufacturer shall be attached that the makes of hydraulic
3	Hydraulic Cylinders	Imported reputed make	equipments offered are their approved standard makes and are of approved
4	Valves	Imported reputed make	quality. The spares parts and the replacement for the same shall be
5	Hydraulic Hoses	Equipment Manufacturers	made available for next 10 years.)

The pump shall be directly coupled with power take off and shall develop sufficient pressure to operate the complete hydraulic system. The necessary valves shall be provided, so as to have the simultaneous operation of the system.

For all hydraulic equipments; reports of detailed tests conducted at manufacturers' facility and clearly showing conformation to critical test parameters; shall be readily available with the successful tendered and the same shall be furnished on demand.

Suitable Hydraulic tank with Air breather-cum-filter shall be provided. The filter shall be provided at the inlet line and return line.

## Other mandatory requirements:

- 1. A safety over center valve shall be provided in Tail Gate double acting Cylinders to avoid sudden descent of tailgate in case of failure of hydraulic pressure.
- 2. One emergency stop switches shall be provided on either side of the body to instantly stop the operation in case of emergency.
- 3. A level indicator shall be provided to indicate hydraulic oil level in the tank.
- 4. The rear door shall be provided with packing seal so that fluid does not flow out.
- 5. The necessary safety features shall be provided to safeguard the operators. The details of these features shall be clearly stated in the tender.
- 6. All extra wiring will have to be carried out by the successful tender.
- 7. The vehicle shall be provided with reverse horn so that it gives the indication at the time of reversing.
- 8. The Compactor design shall be of any one of the following reputed make and should be equivalent which has been sold similar type of 300 Nos. of compactor units during last 10 years.

#### Note:-

- 1. All steel material should confirm to the grade & standard mentioned against the respective items. The steel of equivalent or higher grade can be accepted as per manufacturers design than the specified in the specification. But manufacturer/tenderer should clearly state the specification of steel material while submitting the offer with the relevant documents.
- 2. Manufacturer should submit the test report of material grade in the step vise inspection of Compactors. In case of Hardox- 400 wear resistance steel material, import documents with test certificates to be produce at the time of inspection. Inspection of this material shall be carried out after the fabrication work before priming and painting so that the required company stamping shall be visible for identification of geniality of material.
- 3. The Compactor design shall provide for minimum payload capacity of 10 Metric Tones after fitment of all the equipments on the Chassis of 16 T GVW.
- 4. For all dimensions and grade of material stated above; tolerance levels applicable as per the mentioned standard shall be allowed.

#### **PAINTING**

- 1. The under chassis parts and the portion shall be painted with anticorrosive black.
- 2. Complete unit including cross and super structure member shall be painted with superior quality anti-rust paint. All the paint material shall confirm to ISI specifications and shall be of specified makes.
- 3. The compacting unit shall be sand blasted and painted with anti-corrosive primer before painting with two coats of polyurethane paint of ISI approved make. All necessary indicative labels shall be pasted on for easy operation.
- 4. The rear body shall be painted from outside with relevant MC shade equivalent to and from inside with anti corrosive special black.
- 5. The cabin shall be painted with three coats of Dulux/equivalent grade paint externally & internally.

### **16.10 BIN LIFTER**

- I. The Compactors should have universal bin lifter. The Compactors should be able to load and unload the existing bins of Guwahati Municipal Corporation (size 2000 and 3000 litres capacity) for which suitable winch arrangement or hydraulically operated stabilizing arm must be provided.
- II. A control panel shall be installed at convenient position such that the working of hydraulic cylinder can be controlled safely. The arrangement shall also to provide to accelerate the automobile engine automatically from the rear.
- III. A safety valve shall be provided to avoid sudden descent of bin lifter in case of failure of hydraulic pressure.
- IV. Both arms type & comb lifting attachment to be provided.

#### **16.11 OTHER EXTRA FITMENTS**

- a) Two Footsteps shall be provided one each on left and right side at the rear & Two Hand bars one on each side at the rear side shall be provided for the equipment operators to stand and travel when the compactor is moving.
- b) One large flashing light shall be provided in the front in the centre at the highest point so as to be seen clearly.
- c) Two emergency stop switches shall be provided on either side of the body to instantly stop the operation in case of emergency.
- d) A level indicator shall be provided to indicate hydraulic oil level in the tank
- e) The rear door shall be provided with packing so that fluid does not flow out.
- f) The necessary safety features shall be provided to safeguard the operators. The details of these features shall be clearly stated in the tender.
- g) All extra wiring will have to be carried out by the successful tender.
- h) The vehicle shall be provided with reverse horn so that it gives the indication at the time of reversing.
- i) Arrangement shall be provided to get an indication as soon as the garbage contained reaches its maximum. Arrangement shall also be provided to stop the operating cycle as soon as the Compactor is full.

## 16.12 Technical Detail

The following details of the Compactor equipment shall be supplied by the bidder along with the tender cover "A"

- a) The General description of the equipment
- b) The drawing of the equipment
- c) The continuous working capacity.
- d) The compaction ratio expected to be achieved.
- e) The details of hydraulic oil to be used. (The Oil grade shall be that manufactured by Nationalised Oil Companies)

### 16.13 SPECIAL DIRECTION TO THE BIDDERS

- 16.13.1 The work involves fabrication, erection, supply and commissioning of Garbage compactors having minimum 14 Cu.m capacity mounted on suitable Chassis to be purchased by Bidder, as per specifications attached.
- 16.13.2 These specifications only show the requirement briefly each bidder shall attach descriptive literature along with a detailed description of the machine covering all the salient features.

- 16.13.3 The machine shall have mechanised container loader system operated hydraulically.
- 16.13.4 The compactor shall be built to with stand the strength and vibration of the roads as well as those at landfill site. The bidders are requested to see landfill site in order to ensure the conditions under which the vehicles are expected to operate.
- 16.13.5 All moving parts shall be provided with adequate means of lubrication by providing nipples etc. All reciprocating parts shall be suitably guarded.
- 16.13.6 The equipment shall be capable of being operated under average conditions for at least 16 hrs. Continuously without any ill effects on its component
- 16.13.7 The refuse compactor will meet the requirement of Motor vehicle Act 1989 with Emission norms prescribed by R.T.O Guwahati.
- 16.13.8 The garbage compactors offered shall be designed & fabricated to give a compaction ratio minimum 1: 2
- 16.13.9 The bidder will have to give the demonstration of the compactor offered whenever called for by the department
- 16.13.10 The bidder shall offer the equipments/components of the makes stated in the specifications. If any deviation is made the tender is likely to be rejected. However imported components shall be approved by principals and international organisation with certificates.
- 16.13.11 Every part of the equipment including rubber hoses shall be guaranteed for a period of one year.
- 16.13.12 It will be the responsibility of the bidder to collect the chassis from the regional sales office of the manufacturer or their authorised dealer and transport the same to their workshop. Any charges applicable for the same shall be included in the tender.
- 16.13.13 It will be the responsibility of the bidder to deliver the vehicle after the completion of the fabrication of the Compactor equipment to Guwahati Municipal Corporation. The charges applicable for the same including Octroi/Entry Tax if any shall be included in the tender.
- 16.13.14 The prices for the equipment shall be inclusive of all taxes & duties namely, Custom duty, Excise duty, Entry tax and Octroi duty. Transit insurance, incidental and other expenses, extra fitment etc, however any change in statutory levies / charges after award of work may be accepted, if supported by documentary evidence.
- 16.13.15 The successful bidder will be fully responsible for the safety of the chassis when in their workshop. The successful bidder will take out the necessary insurance, for risk against fire, theft, etc.; the successful bidder will have to sign an indemnity bond on the stamp paper in this regard.
- 16.13.16 Payment of 100% of the chassis cost will be paid to the bidder on production of Invoice and proof of receiving chassis at Compactor manufacturer's workshop in the name of Commissioner, GMC.
- 16.13.17. The vehicle should at least have capacity to work 16 hours continuously without any break per day.

### 16.14. Repairing & MAINTENANCE OF COMPACTOR EQUIPMENT INCLUDING CHASSIS.

16.14.1 The Maintenance components of this contract are of very critical nature which has to be carried out virtually every day. The Bidder is therefore sensitised to the need for proper planning, deployment and sustaining perfect Maintenance throughout the entire period of the contract.

Towards this, the bidders are requested to submit a Maintenance Schedule for both the chassis and compactor equipments. The bidder shall on being awarded the contract ensure deployment of suitably

trained Mechanics, and make available all necessary Hand Tools, Special Tools, Servicing and Lubricating Equipments, etc.

The scope of work includes routine maintenance of the machines and chassis as per manufacturer's guidelines. Therefore, it covers day to day maintenance of mobile compactor with prescribed level of maintenance service, adjustments, settings, etc., The preventive maintenance shall be carried out in a required sequence for which, trained personnel shall be appointed who are fully conversant with operation and maintenance including mechanical, technical electrical and hydraulic circuit system of the unit and the chassis.

- 16.14.2 All spares/accessories excluding batteries & tyres shall be supplied by the successful Bidder during the warranty period and annual maintenance contract period. Fuel (Diesel) shall be given by Corporation. All lubricants including Hydraulic oil shall be provided by bidder.
- 16.14.3 The work includes replacement of normal routine items like oil and parts like pipes, nuts, bolts, washers and all electrical and hydraulic spares, etc and any other spare parts and items which are required to be changed under normal wear and tear. The spare parts and items which are required to be changed on account of established accidental damages and which cannot become part of routine maintenance will be supplied by GMC or the cost of such spare parts / items will be reimbursed by GMC on actual. Such spares should be sourced only from the manufacturers or their Authorised Dealers; however, the labour charges shall be borne by the successful bidder. The bidder shall keep adequate essential parts / spares in their stock to render satisfactory services without any interruption.
- 16.14.4 Preventive Maintenance Schedule a) Daily b) Weekly c) Monthly d) Bi-Yearly e) Yearly shall be furnished during tender which shall be strictly complied during the warranty period.
- 16.14.5 All the spare parts supplied shall be original. The spare parts cost shall be charged as per the prevailing price list of the manufacture, only in case of accidental damages. In case if the bidder wants to add any taxes or other charges on the above price list the same shall be clearly stated in the tender. No variation in this respect will be allowed once the tender is finalized.
- 16.14.6 The complete compactor equipment and the chassis supplied shall have a warranty of one year. However the routine preventive maintenance i.e., the replacement of consumables, like Filter replacement/ filtration of oil etc., will have to be carried out by the bidder during the warranty period. The rates quoted shall include the cost for the said servicing and maintenance.
- 16.14.7 All the old removed spare parts will have to be returned to the Corporation, in case of replacement of parts.
- 16.14.8 In case of major servicing, the vehicle will be taken by the Bidder to workshop of the bidder. However, all the toll taxes required to be paid will be paid by the successful bidder.
- 16.14.9 The successful bidder/ their authorised dealer/Service provider shall have their own workshop. In the event of sub contracting, the sub contractor agency shall meet the following requirements:-
  - 1) Proven capacity to operate and maintain fleet of compactors/vehicles not less than 5 vehicles
  - 2) Should have fully equipped automobile garage & should show proof of having employment of trained personnel.
  - 3) Both the compactor supplier and outsource agency (if any) should ensure compliance of minimum wages act of both Mechanic staff
- 16.14.10 The work also includes the cost of labour, all parts, accessories, replacement of oil etc.
- 16.14.11 The replacement of such parts will be carried out by the successful bidder under the proper supervision and as per the recommendations of the manufacturers during the warranty period.
- 16.14.12 The Hydraulic Oil for topping up will have to be supplied by the department and the Oil & filters changed as per the recommendations of the manufacturers. The Oil grade used shall be that easily available in India.
- 16.14.13 It will be necessary for the successful bidder to submit periodical reports in hard copy of the maintenance works carried out for the vehicle during warranty period.
- 16.14.14 Necessary records showing maintenance of the garbage compactors (with the chassis) shall be duly maintained during warranty period. They shall be subjected to inspection as and when called for.

- 16.14.15 Equipments for water washing, Inflating Tyres, Lubrication and Battery chargers shall be provided by the contractor.
- 16.14.16 Any damages to the Corporation and other properties while carrying out the maintenance work shall be rectified by the successful bidder free of cost.
- 16.14.17 GMC will not be responsible for any human accident or hazard if occurred to the person of the contractor while carrying out maintenance work the work.
- 16.14.18 The successful bidder shall bring their own tools and accessories for carrying out the maintenance work including special Tools & Fixtures.
- 16.14.19 It is the utmost responsibility of the bidder to ensure adherence to Safety Norms in all aspects of the works especially while the compactors while carrying repairs/maintenance activities.
- 16.14.20 While carrying repairs/maintenance activities Any damage, repair, liability, loss of reputation, both to men and material shall be entirely responsibility of the bidder.

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# **ANNEXURE-A**

# **CHASSIS DETAILS FOR 14 Cu. M CAPACITY COMPACTOR:**

SL. No	DESCRIPTION.	Description Of Guwahati Municipal Corporation	Specification Offer				
1	Make & Model						
2	Туре	Full Forward					
3	Engine	9 Cylinders, water cooled Diesel Engine – Turbo charged or Naturally aspirated - developing suitable BHP					
4	GVW	16 Tonnes Approx. minimum					
5	Tyre Size 10 X 20 – 6 + 1 (Spare)	Ceat /MRF/Apollo					
6	Gear Box	Standard Synchromesh Gear Box with P.T.O					
7	Wheel Base	Suitable to accommodate 14 Cu.m Compactor body					
8	Brakes	Pneumatic with failsafe system					
9	Emission Standard	Meeting Emission norms Prescribed by R.T.O, Guwahati.					
10	Steering assembly of reputed make with power assistance (Rane or ZF only)						
Please no	ote that all items in columns sho	uld be filled.					

# **ANNEXURE-B**

# Security Forms FORM OF ADVANCE PAYMENT GUARANTEE

### (Bank Guarantee)

Ref.No...... Date......

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act, The stamp paper to be in the name of Executing Bank. The executing Bank shall be from a Scheduled Bank in India having a net worth of more than Rupees Five billion)

The Commissioner
Guwahati Municipal Corporation
Panbazar, Guwahati
Dear Sir/Madam,
Ref: Bank Guarantee
In consideration of Guwahati Municipal Corporation (hereinafter referred to as the "Employer" which
expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and
assigns), having awarded to (Name of the Contractor) (here in after
referred to as the "Contractors" which expression shall unless repugnant to the context or meaning thereof,
include its successors, administrators, executors and assigns), a contract by issue of Employer's Contract
Agreement dated and the same having been unequivocally accepted by the Contractor resulting in a
Contract valued at
(here in after called the "Contract") and the Employer having agreed to make (scope of work) an advance
payment to the Contractors for performance of the above Contract amounting to
(in words and figures) as an advance
against Bank Guarantee to be furnished by the Contractors. We,
of the Bank), having its Head Office at (hereinafter referred to as the "Bank", which
expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators,
executors and assigns), do hereby guarantee and undertake to pay the Employer immediately on demand and or,
all monies payable by the Contractors to the extent of as aforesaid at any time up to
any reference to the Contractors. Any such demand made by the Employer on the Bank shall be conclusive and
binding notwithstanding any difference between the Employer and the Contractors or any dispute pending before
any Court, Tribunal, Arbitrator or any other authority, we agree that the Guarantee herein contained shall be

The Employer shall have the fullest liberty without affecting any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractors. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants,

irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

Notwithstanding	anything	contained	herein	above	our	liability	under	this	guarantee	is	limited	to
	and	it shall rema	ain in for	ce up to	and ir	cluding .			. @*			
	and s	shall be exte	ended fro	om time t	to time	for such	n period	(not e	xceeding on	e ye	ar), as m	ıay
be desired by		(Nar	ne of the	e Contrac	ctor)							
Dated this		day	of			at						
WITNESS												
(Signature)												
(Name)												
(realite)												
(0)												
(Office Address)												
(Signature of auth	orizod Bar	ak Official)										
(Signature or auti	ionzeu bai	ik Official)										
	(Na	ame)										
(De	esignation v	with Bank sta	amp)									
Power of Attorney	/ (To be en	closed) Pow	er of Att	orney No	o		Date .					
@ The date will b	e											
	-											

ninety (90) days after the date of completion of Contract.

# FORM OF BID SECURITY (BANK GUARANTEE)

WHERE	AS, .							(N	lame o	of Bio	lder)	(here	in a	fter c	alled '	the Bic	lder")
has subn	nitted h	nis bid d	lated				(Da	te) fo	or the {	[Nam	e of V	Vork)					
												(here	e in	after	called	the	Bid").
KNOW	ALL	MEN	by	these	presents	that	We							(Nam	e of	Bank	) of
						(Na	me	of	Count	try)	havir	ng d	our	regis	tered	office	e at
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					(Nan	ne of E	Emplo	yer)	(here	in aft	er ca	lled "	the E	mplo	yer") i	n the su	ım of
					for which p	aymer	nt well	l and	truly to	o be	made	to the	е				
said Emp	oloyer t	he Ban	k bin	ds hims	elf, his succ	essor	s and	assi	gns by	thes	e pres	sents					
SEALED	with th	ne Com	mon	Seal of	the said Ba	nk this	·		da	y of .							
THE CO	NDITIO	ONS of	this o	bligation	n are :												
(2) If the	Bidder	withdra	aws h	is Bid d	uring the pe	eriod o	of bid \	valid	ity spe	cified	in the	e Forr	m of				
Bid: or																	
(3) If the	Bidde	er does	not	accept	the correct	ion of	arithr	metio	cal erro	ors o	f his	bid p	orice	in ac	corda	nce wit	h the
instructio	n to Bi	dders: d	or														
(4) If the	Bidder	having	j beei	n notifie	d of the acc	eptan	ce of	his E	Bid by t	the E	mploy	er du	uring	the pe	eriod o	of bid va	alidity
:																	
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r	equire	d : or															
k	o. Fails	or refu	ses to	o furnish	the Perfor	mance	e Secu	urity,	in acc	ordar	nce w	ith the	e Inst	ructio	ns to	Bidders	; or
C	c. Fails	or refu	ses to	o furnish	the Dome	stic Pro	eferer	nce S	Security	y, wh	ere re	equire	ed.				
We unde	ertake t	o pay to	the	Employ	er up to the	above	e amo	ount	upon re	eceip	t of hi	is firs	t writt	ten de	emand	i, withoເ	ut the
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this Guar	rantee	should	reach	the Ba	nk not later	than t	he ab	ove	date.								
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0=41.05		5444															
SEAL OF	- IHE	BANK															
SIGNAT	URE O	F THE	WITN	NESS													
Name ar	nd addr	ess of t	he w	itness													

# **EARNEST MONEY DEPOSIT REFUND FORM From** To Sir, Sub : Tender No. \_\_\_\_\_ For the work of I have tendered for the above work enclosing E.M.D. for Rs. In case my tender is not considered, the E.M.D. furnished by me may be refunded to me. I give below my advance receipt for the amount duly stamped. Yours faithfully, **ADVANCE STAMPED RECEIPT** Received from \_\_\_\_\_\_ Rs. \_\_\_\_\_ Towards refund of E.M.D. furnished by me along with my tender for the work of Remitted in Challan \_\_\_\_\_ dated \_\_\_\_\_ Signature of the Bidder

Recommendation of the Commissioner, GMC Signature and Designation

# **FINANCIAL BID**

# Address of the Tender Inviting Authority:

Commissioner Guwahati Municipal Corporation Panbazar, Guwahati-1

(THIS TENDER DOCUMENT IS NOT TRANSFERABLE)

# Bill of Quantities COVER 'B '

### **ANNEXURE 'C'**

## SCHEDULE OF QUANTITY AND RATES FOR 14 CUBIC METRE CAPACITY COMPACTOR

SI. No.	Description	Quantity	Rate/each (Rs)	Total Amount (Rs)
1	Cost of Chassis inclusive of all Taxes, Levies, Entry Tax including Temporary Registration, Transit Insurance and transportation	5 Nos		
	Total (A) in words			
2	Cost of Fabrication & Mounting of Compactor body including Tailgate, hydraulic system, bin lifter etc., (including cabin) as per the specifications attached, inclusive of all Taxes, Levies, Entry Tax including Temporary Registration, Transit Insurance and transportation.	5 Nos		
	Total Cost (B )in words			
	Grand total	(A)+(B)=		
	In Wo	ords		

# NB: Quantity may vary at the time of issue of supply order.

The rates should be quoted in both words and figures. In case of difference between these two, the lower of the two shall be taken into consideration.

The rates mentioned above should clearly include Local Taxes, Customs Duties, Excise Duties, any mandatory levies etc., including Entry tax. Terms such as "Local Taxes extra" should not be mentioned.

Bidder's Signature & Stamp /	Seal
Address	



# OFFICE OF THE GUWAHATI MUNICIPAL CORPORATION

Garage Branch :: Dr. B. Baruah Road :: Ulubari :: Guwahati-7

No: GGR/12/2018/20 Date: 27.06.2018

# **Invitation for Bids (IFB) (Re-Bidding)**

The Commissioner, Guwahati Municipal Corporation, Guwahati invites bids (two cover system i.e techno commercial bid and Price bids) for the following work from manufacturer.

Detail term and condition will be remain same as per earlier tender and the same will be uploaded at e-procurement portal website i.e <u>www.assamtenders.gov.in</u> and also in the official website i.e <u>www.gmcportal.in</u> from 14.00 hours of 28/06/2018 to 14.00 hours of 04/07/2018.

The bidders must be enrolled in www.assamtenders.gov.in

Sl.	Name of the wor	Bid Security (in	Cost of bid	period of			
No.		Rs.)	documents	Contract			
	SUPPLY OF 5 nos. 14 CU.M CAPA	10.00 Lakhs	10,000.00	1			
1	EQUIPMENT, MOUNTED ON HMV CH	HASSIS	(of the bid value)	10,000.00	1 year		
	SCHE	EDULE FOR BID PRO	CEDURE				
Sale	of Bid Document	From 28/06/2018 to 04	04/07/2018				
Subn	nission of Bid	Up to 2.00 PM of 04/0'	7/2018				
Open	ing of Technical Bid	04/07/2018 at 3.00 PM	ſ				
Place	of Opening of Bid	Office of the Guwahati	hati Municipal Corporation, Panbazar, Guwahati.				
Offic	er inviting Bid	The Commissioner, Guwahati Municipal Corporation, Panbazar,					
		Guwahati-1	_				

#### Note:

- 1. Online mode of submission of Financial Bid is mandatory. Manual submission of bid will not be accepted.
- 2. In the event of date of bid opening being a holiday, the activities will take place on the next working day.
- 3. Original hard copy of the following document must be submitted on or before 04/07/2018 upto 14.00 hours at the office chamber of the undersigned.
  - a. The Bid Document fee, as mentioned above, should be paid either in the form of Demand Draft issued by any Nationalized/Scheduled Bank or pay directly by depositing Rs. 10,000.00 at Cash Branch, GMC, Panbazar, Guwahati-1 and money receipt have to be submit along with the Bid document.
  - b. Bid securities in the form of TDR/FDR from a nationalized/scheduled bank.
- 4. A Hard copy of the technical bid including document fee along with bid security submitted online on or before 04/07/2018 up to 14.00 hours for evaluation purpose. For any discrepancy between the online bid and the hard copy of the bid, the online bid will be governed and will be considered for evaluation.
- 5. Bidders are advised to scan their Papers at 100dpi (in black & white mode) in 'PDF' format for multiple pages with maximum file size of 25MB. If numbers of pages exceed, the bidders are advised to create multiple files and upload the same in "Upload additional document" stage.
- 6. The bidders who have already submitted tender need not submit the hard copy of the technical bid but shall have to submit the financial bid again.
- 7. All the interested bidders are requested to read the bid document carefully before submission of their bid.

8

Sd/-

Commissioner
Guwahati Municipal Corporation
Guwahati
Date: 27.06.2018

Memo No: GGR/12/2018/20

Copy to:

- 1. i/c Municipal Secretary, GMC to the Mayor for kind appraisal for Hon'ble Mayor, GMC.
- 2. The Directorate of Information and Public Relation Office, Assam, Dispur with a request for publishing the above notice in one issue at a local daily newspapers i.e. The Assam Tribune & Amar Asom.

-A-

- 3. The Project Management Cell with a request to upload on GMC official website i.e gmcportal.in.
- 4. The Head Cashier, GMC for information and necessary action.
- 5. Notice Board.
- 6. File.

Sd/-

Commissioner Guwahati Municipal Corporation Guwahati