



OFFICE OF THE GUWAHATI MUNICIPAL CORPORATION

:: Bhangagarh :: Guwahati- 05

No: GMC/SBM/11/2023/28

Date: 08/06/2023

Expression of Interest

Expression of Interest are invited from intending Labour Suppliers to enter into the existing rate contract for Supply of Unskilled Labours previously invited vide- GMC/SBM/11/2023/01; 13.03.2023. The original bid document along with all terms may be referred through the link - https://gmc.assam.gov.in/sites/default/files/swf_utility_folder/departments/gmc_webcomindia_org_oid_5/this_comm/detailed_tender_0.pdf. The existing/approved rate and vendors may also be referred from the link- https://gmc.assam.gov.in/sites/default/files/swf_utility_folder/departments/gmc_webcomindia_org_oid_5/this_comm/result-unskilled_labour.pdf. Applicants shall be deemed to have agreed to all the terms of original invitations.

Interested and competent agencies may submit their applications along with the following pre-requisites-

- Security Deposit of INR 20000/- (Demand Draft/B.C in favour of Commissioner, Guwahati Municipal Corporation).
- Proof of legal entity and proof of registered office in Assam (Trade License valid).
- Proof of adequate Experience of supplying unskilled labour/ Manpower of atleast 30 nos in one supply order/work order in any of the last 3 years (Work order/Completion etc from Government Organizations).
- C.A Certificate (UDI) to proof Avg. Annual Turnover of INR 20 lakhs in last 3 years.
- GST, PAN and IT return certificate for the last 3 Financial Years.
- Valid Contract Labour License issued by competent authority.
- Signed Contract Agreement as Attached Herewith as Appendix-I.
- Applicant must not be under a declaration of ineligibility for corrupt and fraudulent practice or blacklisted.

Note- Financial quoting is not allowed at this stage as a rate has already been determined through- GMC/SBM/11/2023/01; 13.03.2023.

The detailed documents can be downloaded from gmc.assam.gov.in & sppp.assam.gov.in.

Deadline for Submission/Submissions shall be considered upto- **14.06.2023**

This issuance for additional empanelment/framwork contracting is to ensure ready pool of suppliers for urgent upcoming public works.

-Sd/-

**Commissioner
Guwahati Municipal Corporation
Guwahati**

Memo No: GMC/SBM/11/2023/28

-A-

Date:08/06/2023

Copy to:

1. The Addl. Commissioner, GMC for kind information.
2. P.S to the Hon'ble Mayor, GMC for kind appraisal of the Hon'ble Mayor.
3. The Software Developer, GMC for information. He is directed to upload the NIT on GMC official website.
4. SPPP portal.

-Sd/-

**Commissioner
Guwahati Municipal Corporation
Guwahati**

Subject to modification prior to Execution

IN NON JUDICIAL STAMP PAPER OF INR 50 (ATLEAST)

CONTRACT FOR:

CONTRACT NUMBER:

THIS CONTRACT is made **BETWEEN: Guwahati Municipal Corporation** (hereinafter referred to as “the First Party”

&

..... (hereinafter referred to as “the Second Party”) [Please insert nodal officer and communication address of the Bidder].....

AND:

WHEREAS:

A. The Employer has requested the Bidders to provide unit rates vide Bid-N.A Dated-N.A for a specific service. The bidder being satisfied with all the bidding conditions and terms has submitted the bid in response.

B. the Bidders, having represented to the Employer that they have the required professional skills, personnel and technical resources and submitted a Technical Bid in response to RFB No..... .

C. Pursuant to the terms of the RFB, rate evaluation was done and the following rate was obtained post bidding from the Bidder Listed Below. The unit rate mentioned below is now agreed by Both parties.

For Item/Service	Agreed Rate (L1 price) inclusive of Taxes	Agreed Agency	Remarks (if any)
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Supply of Unskilled Labourers----- Rs /- ----- M/s.....

NOW THEREFORE the parties hereto hereby agree as follows:

Documents

This Contract shall comprised of the following documents as an integral part of this contract.

Section 1: Issued Bid Document with amendment (if any).

Section 2: Special Conditions of Contract.

Section 3: Bid Submitted by the Selected Bidder/awarded agency including all attachments and forms.

Section 4: General Conditions of contract

Section 5: Schedule of Prices (FIN Forms/BoQ) including Item-wise Rate Comparison Sheet showing L1.

Section 6: Minutes of Contract Negotiation Meeting (if any).

Section 7: All work orders to be issued subsequently to the second party.

Section 8: Performance Security.

Section 9: Any other Communication exchanged between the parties related to this contract.

This Contract constitutes the entire agreement between the Parties in respect of the Bidders obligations.

2. The mutual rights and obligations of the Employer and the Bidders shall be as set forth in the Contract; in particular

- (a) The Bidders shall carry out the Services in accordance with the provisions of the Contract; and
- (b) Employer shall make payments to the Bidders in accordance with the provisions of the Contract.

Commencement and Duration of the Services-The Bidder shall start the Services on receipt of a work order ("the Start Date") and shall complete them by the timelines set in the particular work-order. This agreement shall stand valid till 12 months from the date of execution of contract unless terminated earlier in accordance with its terms and conditions or extension of time is allowed by the First Party and agreed by second party.

Payments and Financial Limit

Payments shall be made for each supply order to be issued subsequently only on completion of the services or on monthly basis.

Payments under this Rate Contract shall not, in any circumstances, exceed - **The unit Rate accepted (inclusive of taxes) Multiplied by the Quantity detailed in the Work order or works actually executed and certified by Engineer in Charge/Authorized personnel.** No escalation of rate is allowed unless agreed upon by both parties and laid down clearly in writing and accepted by both parties with justification.

Price Fall Clause- If the original rate contract holder quotes a lesser price or reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the state, at any time, during the validity of the rate contract, the rate contract price shall be automatically lowered or reduced accordingly to such lesser or reduced price quoted for the subject matter of procurement with effect from the date of such quoting or reducing, and the rate contracts shall also be amended accordingly.

Indemnity Clause- The Vendor/Agency/Bidder agrees to indemnify and hold harmless and defend GMC's Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. This shall also additionally include claims from Third Parties in regards to Copyright, Trademark, licensing etc.

Time as the Essence

Time shall be of the essence as regards the performance by the Bidder of its obligations under this Contract and subsequent work orders.

IN WITNESS WHEREOF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written

General Conditions of the Contract-

1. Relation between Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Employer and the Bidders. The Bidders, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

2. Language

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

3. Heading

The headings shall not limit, alter or affect the meaning of this Contract.

4. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address. A party may change its address for notice hereunder by giving the other Party notice of such change at the address mentioned as under

Bidder:M/s....., **Address**-..... **Account Details**-.....;
PAN.....;
.....
GST-.....
Other-

Employer: Guwahati Municipal Corporation

Location

The Services shall be performed at such locations as are specified in the Work Order In reference to this contract. The Services shall be tentatively within the Guwahati Municipal Area, to be defined specifically in subsequent orders.

5. Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Bidders may be taken or executed by the authorized representative.

6. Taxes and Duties

The Bidders shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

7. OBLIGATION OF THE BIDDERS

Standard of Performance

The Bidders shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Bidders shall always act, in respect of any matter relating to this Contract or to the Services, as faithful service provider to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub Bidders or Third Parties. This shall be in line and consistency to the scope of work of the Project.

4. Law Governing Service

The Bidders shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub Bidders, as well as the Personnel and agents of the Bidders and any Sub Bidders, comply with the Applicable Law. The Employer shall advise the Bidders in writing of relevant local customs and the Bidders shall, after such notifications, respect such customs. Law of India shall apply.

9. Conflict of Interests

Bidders not to be benefit from Commissions, Discounts, etc.

The remuneration/Pay of the Bidders hereof shall constitute the Bidders' sole remuneration/Pay in connection with this Contract or the Services and the Bidders shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the Discharge of their obligations hereunder, and the Bidders shall use their best efforts to ensure that any Sub Bidders, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

Bidders and Affiliates not to be otherwise interested in project

The Bidders agree that, during the term of this Contract and after its termination, the Bidders and any entity affiliated with the Bidders, as well as any Sub-Bidder and any entity affiliated with such Sub Bidder, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

Prohibition of Conflicting Activities

Neither the Bidders nor their Sub Bidders nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; or
- b. After the termination of this Contract, such other activities as may be specified by Employer.

Confidentiality-

The Bidders, their Sub Bidders and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.

10. Liability of the Bidder

The bidder shall be responsible for delivering the quality outcome expected from this contract. Any harm/activity harming reputation/Mis-information dissemination/ in disciplinary action either un-intentionally or intentionally, if identified/reported shall be the liability of the bidder.

11. Accounting, Inspection and Auditing

The Bidders (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Bidders' costs and charges), and (ii) shall permit the Employer or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer.

This shall extend to CCTV/Videographic records, Geotagged Photographs and allied as per the scope of work.

12. Bidder's Actions requiring Employer's prior Approval-

The Bidders shall obtain the Employer's prior approval in writing before taking any of the following actions:

- a. appointing/mobilizing/demobilizing of manpower and machineries for execution of the works.
- b. entering into a subcontract for the performance of any part of the Services,
- c. Any other event/activity as may be required.

13.Repaired items/machines/data etc. prepared/data collected by the Bidders to be the property of the Employer

All Contents, data and other documents prepared by the Bidders in performing the Services shall become and remain the property of the Employer, and the Bidders shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Bidders may retain a copy of such documents.

Further any repairs etc. made to the machines for operations shall not entitle bidder to raise claims over such repairs and machines.

14. Force Majeure

1. Definition

(a) For the purpose of the Contract, " Force Majeure" means as event which is beyond the reasonable control of a party, and which makes a party performances of its obligation here under impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or **iintentional action of a party or such party's sub Bidder** or agents or employees, nor (ii)any event which a diligent party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

2. No Breach of Contract- The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract

3. Measures to be Taken

(a) A party affected by an event of Force Majeure shall take all reasonable measures to **remove such party's** inability to fulfill its obligations hereunder with a minimum of delay

(b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the event of Force Majeure consequences of any.

4. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

5. Payments related to force majeure

Both the parties will have to bear their own cost during the force majeure.

15. SETTLEMENTS OF DISPUTIES

1. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

2. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract, which cannot be settled amicably within thirty (15) **days after receipt by one party of the other party's request** for such amicable settlement, may be submitted by either Party for settlement. If the dispute(s) is not resolved amicably then it shall be referred to arbitration and shall be dealt as per the provisions of the arbitration & conciliation Act 1996.

3. Fairness and Good Faith-

The parties undertake to act in good faith with respect to each other's rights under this contracts and to adopt all reasonable measures to ensure the realization of the objective of this contract

16. Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with the contract.

Special Conditions of Contract

The contractor/agency upon being awarded with the contract agrees that -

1. We have not been blacklisted/debarred by any Government Institutions/PSUs/Departments till the date of Bid Submission Deadline. Also, no judicial litigation has been initiated, pending or charged against us till the date of Bid Submission Deadline.
2. We will ensure transportation, lodging/camping and all allied and basic requirements for the labourers and GMC shall **NOT** be responsible for such arrangements. All basic requirements such as water arrangements etc shall be our responsibility.
3. Safety equipment such as jackets, helmets, boots etc. shall be arranged by us.
4. We will be solely responsible for the Labourers/Manpower offered by us and genuinity of the manpower offered. We commit that labourers of appropriate age shall only be provided to GMC and Child Labour shall not be promoted/engaged/offered by us.
5. We undertake that only labourers with no criminal history and bearing valid citizenship of India shall only be provided. We will maintain records of Voter ID card & ADHAAR CARDS for workers to be provided.
6. All risk and responsibility for compliances under "The Employees' Compensation Act, 1923", "The Payment

of Wages Act, 1936”, “The Minimum Wages Act, 1948”, “The Employees’ State Insurance Act, 1948” , “The Maternity Benefit Act, 1961”, “The Contract labour (Regulation and Abolition) Act, 1970”, ‘The Building and Other Constructions Workers’ (regulation of Employment and conditions of Service) Act, 1996” and corresponding state rule as their applicability, shall lie with us as the agency providing manpower services and claims/penalties if imposed by the competent authority, shall by default pass on to us. Strict compliance to child labour shall be ensured.

7. We understand that the procurement process shall only lead to a Parallel Rate contract and no minimum work/value is assured by GMC.
8. Camping, arrangements for stay, fooding, lodging, transportation etc. shall all lie within our scope.
9. In case, we fail to supply the quantity in due time or even GMC, at its own discretion may, allow supply to other vendors at the L1 rates parallely and simultaneously to meet public needs as per relevant regulations of the APPR 2020.
10. We shall provide/submit any required details of the workers provided at any point of time without fail.
11. We agree to all the terms and conditions of this tender and subsequent justified directions of GMC for smooth operation of the assignment.
12. All insurances and claims that may arise out of injury, death or harm to the labourers shall be borne by us. Compensations to labourers for such harm shall be by default borne by us and no claims shall be raised against GMC or agency/employees of GMC.
13. We undertake to indemnify GMC of all third party claims.
14. All labourers to be deployed/provided will be registered under the Building & Other Construction Workers’ Welfare Act and other statutory Act/s. GMC may seek such registration documents but non seeking of such documents must not be considered waiving off such requirements.
15. The rate contract can be terminated by GMC with a prior notice of 7 days.
16. Our quoted rates shall be valid for a period of atleast 12 months from the date of execution of agreement. In case of extension of agreement, the rate shall be unaltered/non-escalated unless the escalation is ordered vide any government regulations. Such escalations shall be purely on basis government notification. GMC may deny escalations and agreement may be terminated without assigning any reason thereof.
17. We shall adhere to all terms and conditions of the original bidding document in addition to terms and conditions set herein or directed subsequently.

<u>Sl. No</u>	<u>Reference to Contract or appendices to the contract as per “Form of Contract”</u>	<u>Additions/Modifications</u>	<u>Signature of 1st & 2nd Party</u>

