

GUWAHATI MUNICIPAL CORPORATION

ENGINEER BRANCH

No.GERC/CE/1831/2020/44

Bid Documents

For

Hiring various Machines on rental rate contract bases for various works of Municipal Utility Services like cleaning, dredging, handling municipal waste, debris removal etc as and when required as per Scope of work, terms - conditions and requirements of GMC

1.Last Date of submission	4 th June 2021 upto 14.00 hours
2. Bid submission	Part A: Technical Bid Part B: Price Bid
3 Tender Fee	Rs 15,000/- (Non Refundable)
4. EMD	Rs. 25 Lacs /-

TENDER NOTICE

The Municipal Commissioner, Guwahati Municipal Corporation, invites detailed bid/ Quotation from interested parties for the Tender for Providing Various Machines and Vehicles on rental rate contract base work for various works of Municipal utility services at various sites in GMC as and when required as per Scope of work, terms- conditions and requirements of GMC.

Sealed tenders, for the above work are invited from the bidders. The bidders shall be a single entity only, bidding for the Project. Detailed PQ criteria are mentioned in tender. All necessary documentary evidence shall be submitted along with the tender.

TENDER FEE

The bidder shall pay the Tender Fee to the Guwahati Municipal Corporation and shall have to attach the Demand draft / Pay order issued by any Nationalized Bank/Schedule bank/Banks mentioned in GMC circular, in favour of Commissioner, payable at Guwahati shall be attached with the Pre-qualification Document.

EARNESTMONEYDEPOSIT

The aforesaid BID must be accompanied by the EARNEST MONEY DEPOSIT as specified in 'General Details of Work' section above. The Bid Security shall be in form of a crossed demand draft / pay orders in favour of "The Commissioner; Guwahati Municipal Corporation of any Nationalized Bank/Schedule bank/Banks mentioned in GMC circular

SUBMISSIONOFTENDER

The completed Tender document shall be submitted at the Guwahati Municipal Corporation, Guwahati.

The tenders not submitted in line with the tender clauses and without Tender fee and EMD in the form specified, will be out rightly rejected. The Technical bid of only those bidders will be evaluated who have remitted tender fees and submitted EMD.

OPENINGOFTENDER

The Technical bid of package will be opened as mentioned in 'General Detail of Work' Section above, if there is any change, same will be conveyed to tenderer. Intending bidders or their authorised representative who wish to participate in tender opening can remain present on the due date and time. Price Bids / Financial bids of only those bidders will be opened, who are successful in the qualification Criteria and the Technical Evaluation. The date for price bid opening shall be informed to the successful bidders at a later date after evaluation of technical bids.

MACHINE SPECIFICATION

Following machines/ Vehicles shall be required during rate contract period on rental basis, as & when required basis.

- A) JCB type machine (backhoe excavator loader)
- B) JCB type machine with Rock Breaker
- C) Mini Crawler Excavator with backhoe - 3-5 Ton capacity
- D) Medium Crawler Excavator with backhoe - 10-14 ton capacity
- E) Large Crawler excavator with backhoe - 20-22 ton capacity excavator
- F) Large Crawler excavator with backhoe - 20-22 ton capacity excavator with Rock breaker

GENERALINSTRUCTIONS

- The offer shall be valid for 120 days from the date of opening of Technical Bid.
- Tenderer should carefully fill in the rates against the items mentioned in the schedule and scrutinize them before submitting the tender.
- Tenderer shall have his registered office with telephone. Tenderer having experience in similar works and good track record shall be given preference while considering the tenders.
- Tenderer shall furnish the date on which the firm was established, the names of all the

partners constituting the firm with their residential addresses and experience in similar works. Tenderer can form a joint venture or special purpose vehicle with local individual/ company for better coordination and execution of the contract. Tenderers having telephone at the residence of the proprietor shall state the same in the tender.

- Municipal Commissioner Decision will be final and abiding to all for accepting or rejecting the tender. Municipal Commissioner reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- Bidders shall submit necessary registration certificate like GST number registration copy & any other if required for execution of such work as per government rules along with tender document.
- If required tenderer may visit and at our Municipal Engineering Department for general idea of working and requirements of Machines & Vehicles with permission.
- Each tenderer shall submit only one (1) Bid for each of the item, in response to this Tender Document (TD). Any tenderer who submits more than one Bid for the item will be disqualified.
- At any time prior 72 hours to the last date and time of submission of Bids GMC may, for any reason, whether at its own initiative or in response to clarifications requested by any Supplier, modify the TD by the issuance of Addenda.
- Even though agency is qualifying all the above criteria but found to be poor in performance, in the opinion of executive officer and above cadre his price bid will not be opened. It is the discretion of Municipal Commissioner or the Tender Scrutiny Committee to qualify / disqualify the agency or to open / not to open the price bid of agency.
- GMC may either choose to accept the Quotation of the Preferred Supplier or invite him for negotiation.
- The GMC reserves the right to divide the work to more than one qualified tenderer for various item/s at the approved rate and terms of Lowest tenderer, if require for timely execution of the work. This shall be binding to all bidders.
- **TAXES ANDDUTIES :-**
 - Prices quoted must be inclusive of all & all taxes.
 - GST (Goods & Service Tax) has come in existence from 1st July, 2017. Contractor/ successful bidder is bound to pay any amount of GST prescribed by the Govt. Of India as per the terms of contract agreed upon during the course of execution of this contract.
 - During the course of execution of contract, if there is any change in rate of GST (Goods and Service tax) by the government, the same shall be reimbursed/recovered separately by GMC, subject to the submission of original receipt /proof for the amount actually remitted by the successful Tenderer/ Contractor to the competent authority along with the certificate from Chartered Accountant of contractor/successful bidder certifying that the amount of GST paid to the government and the same shall be intimated/ submitted/ claimed within 30 (thirty) days from the date of payment.
- The Municipal Commissioner, Guwahati Municipal Corporation reserves the right to reject all or any of the tender including the lowest tender or part of the tender which in the judgment of the Municipal Commissioner, Guwahati Municipal Corporation does not appear to be in the best interest of Guwahati Municipal Corporation and the contractor shall have no cause of action or claim against the Guwahati Mu-

municipal Corporation, its officers, employees, successors, or assignees for rejection of his tender.

- GMC based on prevailing practice of waste management in the city, can increase / decrease the work quantum even after award of work & from the running contract at any time. No compensation for reduction in work will be given in any way. This shall be binding to the contractor/s.
- Tenderer has to submit all the relevant information likes;
- Availability of local service point.
- Details of Technical experience of tenderer (O&M work/Rental work/integrated project work etc).
- Performance certificates as per tender requirements.
- Special Conditions: Bid Evaluation
- Evaluation: Individual item wise lowest tenderer will be evaluated based on rate quoted for rental rate in price format table GMC can negotiate the rates with lowest bidder of respective category / type of machine / Vehicle based on lowest rate available in the item.

Evaluation: Item wise lowest tenderer will be evaluated based on rate quoted in price format for particular type / category of vehicle /machine.

Item wise individual lowest bidder will be calculated as below:

Rate of item wise lowest tenderer will be calculated (item wise separate) machine on the basis of following formula:

Rate of tenderer for different item = $(0.6 \times A) + (0.2 \times B) + (0.2 \times C)$ Where;

A = Rate per 8 Hrs. working shift per Vehicle / Machine per day Rs

B = Rate per 12 Hrs. working shift per Vehicle / Machine per day Rs

C = Rate per 16 Hrs. working shift per Vehicle / Machine per day Rs

Tenderer whose rate often derer found lowest will be considered as lowest bidder for that particular item.

- This is subject to the jurisdiction of the competent court of Guwahati only. In case of any claim, dispute of difference arising in respect of a contract, the cause action thereof shall be deemed to have arisen in Guwahati and all legal proceedings in respect or any such claim, dispute or difference shall be instituted in a competent court in jurisdiction of Guwahati city only.

SCOPE OF WORK

- The scope of work is Tender for Providing Various Machines and Vehicles on rental rate contract base work for Various works (including cleaning works, dredging, bio mining work, Garden work, encroachment removal & other Municipal utility services at Various sites in GMC as and when required as per Scope of work, and terms - conditions and requirements of GMC. The Rental rate Contract will be for a period of 2 years from the date of commencement of work subject to annual renewal as mentioned in the document. The same can be extended for a further period of 2 (Two Years) Years by

the corporation on the terms and conditions mutually agreed upon in writing.

- Tenderer/s must have to visit the site with authorised representative of GMC and has to check the work.

- Contractor has to daily provide the machines / Vehicles as per the requirements of officer of GMC Department for activities as required by GMC in the areas as defined by officer in charge of respective deptt. /other related deptt. / Central Engineering Deptt. of GMC timely and efficiently.

- Every day Excavator Machines of GMC shall be cleaned by contractor, so that no bad smell or odor should come out from the unit and must be maintained in good conditions. Contractor has to provide one skilled driver/ operator and one labour with each machine during the entire working time. They have run / operate the machine with necessary safety and security.

- All electrical, hydraulic mechanism, under carriage system etc must be maintained and kept in proper working conditions. Consumable parts must be replaced timely for better efficiency in the work.

- It is expected from bidder to shoulder the responsibility of rental contract of equipments against fulfillment of contractual obligation for the period of 2(Two) years.
- Bidder will have to appoint necessary staff to operate and maintain the equipments during contract period.

- Procure, provide, and maintain necessary tools, equipment machinery, manpower, Parts for smooth operation of vehicles & machineries.

- The monitoring of the complete system will be done by GMC. The GPS system shall be provided in all vehicles& machines as instructed by GMC.

- The operation shall be done on shift basis for at least 8 hours a day by each machine. However the actual timing may be extended to 2nd or 3rd shift also by GMC as per the requirement site conditions and need of work. No guaranteed work load / Payment will be given.

- Work planning & schedule will be given department/ concern dept. at site.

- Contractor should procure / maintain / keep in stock, necessary tools, equipment, machinery, manpower, spares, etc for the Machines & Vehicles in use for uninterrupted work. No extra payment for these shall be made.

The scope of work shall consist of Providing machines & Vehicles on rental rate contract basis to Guwahati Municipal Corporation including Diesel, Oil, repair - maintenance, all consumables, manpower etc and including the following;

- Machineries and vehicles which shall be deployed for work shall be in good working condition. The Machinery shall be deployed daily after cleaning and day to day care regarding maintenance shall be taken as and when required.

- Technical support of service engineer / technical person from successful bidder's office as per requirements and to carry out operation of machine and related activities in GMC as per the direction of Guwahati Municipal Corporation on a normally 8 Hours shift which may be in day or night as per the GMC's requirement.
- The quoted rate shall be based on a 8 hours / 12 Hours and 16 Hours operation of the machine, which includes
 - a. The time taken for dumping the material to the site,
 - b. Moving the machine from one place to another,
 - c. Moving the machine from parking place to other areas and back, (Onsite)
 - d. All required activity onsite.
- The bidder shall have to submit schedule of maintenance and carry out the general daily preventative maintenance as recommended by OEM in addition to minor break downs as per the schedule of maintenance. Major/ Break down maintenance, if required/incises will be permitted on written instruction to Engineering Department. Daily preventative maintenances shall also include oiling, greasing, cleaning etc of all movable parts. During major repair, replacement arrangement shall be done by Contractor.
- Routine maintenance and servicing of Machine including replacement of Hydraulic oil, engine oil, other oil and coolant liquid, filter etc. Same shall in the scope of Contractor and remains to be kept in stock according to the requirement and maintenance schedule as recommended by OEM.
- Machine shall be cleaned daily and service once in a month/as per OEM Standard.
- Routine consumable spares inventory shall be provided by bidder and maintain minimum inventory to avoid any hassle in operation of machine.
- All running/major repairs and break down repairs of entire Machine shall be in scope of work including all necessary spares/accessories etc required for smooth and uninterrupted operation of machine.
- The corporation shall provide locations for parking, minor repair and maintaining the Machines. Necessary energy charges, water charges, property tax (if any, when separate plot for regular parking and repair - maintenance is given to contractor by GMC, based on GMC policy- norms) and other govt. levies etc will be borne by contractor.
- The equipments shall be parked at locations suggested by dept / user dept. On day-to-day basis and shall be operated under the supervision of GMC dept. user department. Parking facility shall be provided by the GMC Engineering dept. / concern dept. The machine shall be parked during the non-working hours at the place directed by Engineering Dept / Officer-in-charge. Safety & Security of machine at non-operative hours shall be ensured by contractor at their own cost.
- All safety equipments required on machine like Fire extinguisher, emergency rechargeable torch, anchor, First aid Kit etc shall be provided before starting of contract and kept on machine during operation and maintenance period.
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- Day to day report/log sheet / computer record of operation shall be filled in by the bidder

staff and same shall be submitted to dept / user dept operation in charge on next day. The design of report shall be given by GMC operation in charge and same shall be followed by-bidder.

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- Bidder shall depute one person between all machines as supervisor to synchronize day to day routine work management, repairing of machine and follow up the instructions given by user department. Further, bidder must visit as per as per requirements of GMC for synchronies the Contractual activity at his own cost.
- Contractor must take all precautionary/ safety measures to avoid accident/ hazards etc.

- During contract period, if machine fails to work because of machine is under maintenance or lack of man power, the cost being paid towards operation will not be paid (in short" No work done- no payment" shall be given). In addition to that necessary penalty as mentioned in tender towards minor & major repair work time period for additional time taken for repairing in addition to the no work-no payment will be recovered as penalty.
- All required statutory & Govt. formalities (if any) for carrying out such type of work shall be complied by contractor & it is their responsibility.
- If the Machineries which are deployed by the Contractor for the work does not found to be as per the condition and found to be faulty, the Engineer / officer In-charge is empowered to reject the particular Machine and the Contractor shall have to replace the same Machinery with other machinery. The Machinery shall be filled / provided with sufficient Fuel and Lubricants required to carry out the work.
- The Machine will not be accepted if the Insurance policy, Driver's License and RTO Passing-Fitness reports are not valid / renewed according to the current status. However it is solely the responsibility of successful tenderer.
- The operation of machines shall be confirming to Operation manual of the machine manufacturer. The repairs & maintenance shall be carried out, as per the practice prescribed by manufacturer/instructed by Engineering Dept. GMC
- The Contractor shall ensure that his personnel should report worksite every day at designated time and continue working throughout the day. The contractor shall make provision for presence of requisite manpower to perform his duty during national holidays and festivals also so that the work is not affected at any site in the Guwahati city. The corporation for working on holidays, national holidays and festivals will make no separate payments. The Contractor should ensure presence of his workforce at the specified time and location. The contractor shall not be paid for any overtime charges for working at late hours so as to complete the scope of work and maintain the cleanliness at various locations.
- It is unlawful for the contractor to dump or dispose of solid waste garbage or recyclables upon any street, alley, or other publicly owned property unless expressly authorised by the corporation for special collection programs.
- Contractor has to submit daily/weekly/monthly report of their work to the respective GMC department as required & asked by GMC.
- GMC reserves the rights to terminate the Contract for Deficiency of Service.
- Contractor has to carryout washing of all the vehicles and equipments atleast once a week.

Force Majeure

Notwithstanding the provisions of tender, the contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight em-

bargoes.

If a Force Majeure situation arises, the contractor shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Taxes and duties

It shall be included in the indicated price. Tenderer has to quote the total price, net including of all taxes & duties, GST (as applicable) etc. and for evaluation and finalisation purpose, the total price will be taken in to consideration. However any change in the GST tax, govt. statutory levies will be considered at actual for payment purpose for which contractor will have to submit necessary documentary proofs as required by department.

Contractor will be paid on a monthly basis subject to his producing satisfactory performance certificate for work carried out from various departments as mentioned in the tender.

Income Tax as per statutory provision shall be borne by the Contractor. The corporation shall deduct all statutory taxes like advance Income Tax, GST, TDS etc from monthly payments being made to the Contractor.

Corporate Tax / any tax assessed on the income of the Contractor, GST (if any) shall be the responsibility and payable by the Contractor

OPERATION AND MAINTENANCE INCLUDING MACHINES AND EQUIPMENT/MACHINERIES:

The contractor shall be responsible for smooth and satisfactory rental work of the Machines & Vehicles for 365 days round the year for a period of 2 (Two) Years from the date of start of work.

More specifically, the contractor shall be responsible for the following:-

- (1) To operate and maintain the Machines & Vehicles in accordance with manufacturer's The Machines & Vehicles attended to, by the contractor including any "Trouble shooting" to ensure smooth and trouble free operation.
- (2) The contractor shall prepare and implement, an effective operation and maintenance programme in consultation with Engineering Department, GMC. GMC will not provide any skilled or unskilled workforce, Machinery or equipment other than that specified in the tender document. It is absolute responsibility of contractor to look after all sort of maintenance whether preventive or break-down.
- (3) The contractor shall determine operating parameters for work mentioned above in scope of work.
- (4) For the smooth operation of the Machines & Vehicles all the required equipment, Machineries, units, accessories, consumables including Fuel (Diesel), grease, lubricating oils, cleaning agents, material required for housekeeping and cleaning etc. are to be brought by the contractor..

- (5) The contractor shall be responsible for keeping up-to-date record of documents including day to day log sheet of all the Machines. The contractor shall maintain and update logbook / computer record in which details of operational parameters are recorded in every shift and at regular interval or as decided mutually.
- (6) It will be the responsibility of the successful tenderer to have insurance coverage of all Machines, equipments etc along with their operating staff at their cost. They are requested to note that there will not be any reimbursement in this regard by GMC. In case any mishap / accident occurs on the road or at site, the successful tenderer will have to shoulder the complete responsibility of the same, right from registration of Police complaint, lodging / follow up of the insurance claim and facing the court trials etc. It shall be the responsibility of successful tenderer to set right the Machine without raising any extra bills / claim against the same for reimbursing the same from GMC.
- (7) It will be the responsibility of contractor to provide fuel efficiently & with utmost care. No machine during working hours found without fuel otherwise actions will be taken.
- (8) It will be the responsibility of the successful tenderer to have insurance coverage of all Vehicles, equipments etc along with their operating staff at their cost. They are requested to note that there will not be any reimbursement in this regard by GMC. In case any mishap / accident occurs on the road or at site, the successful tenderer will have to shoulder the complete responsibility of the same, right from registration of Police complaint, lodging / follow up of the insurance claim and facing the court trials etc. It shall be the responsibility of successful tenderer to set right the Machine without raising any extra bills / claim against the same for reimbursing the same from GMC.

PROVISION OF GPS MECHANISM

Contractor as per the requirements of GMC, for effective communication shall provide communication system / equipments including GPS system (if asked by GMC) at his cost,

Security Deposit/ Performance Guarantee For Rental contract work: Rs. 50 lakhs

Performance Security : For contract work, Contractor has to submit performance security deposit of Rs 50 lakhs in the form of a crossed demand draft / Pay Order in favour of The Municipal Commissioner, Guwahati on any Nationalized Bank / Schedule bank / Banks mentioned in GMC circular Bank / Schedule bank / Banks mentioned in GMC circular, payable at Guwahati before start of actual rental work, which will be returned back on successful completion of rental Contract period.

Irrevocable Bank Guarantee issued by a Nationalized Bank / Schedule bank / Banks mentioned in GMC circular Bank / Schedule bank / Banks mentioned in GMC circular located in Guwahati, India (as per GMC rules) shall also be acceptable.

This guarantee (BG) shall be renewed timely (every yearly) till expiry of contract. The contractor shall furnish performance guarantee in the form of Bank Guarantee (as per GMC rules) or by Demand draft / pay order within 15 days from the date of order. If PG is delayed more than 15 days, interest will be charged for delayed period as per GMC rules.

- Forfeiture of Security money: - Security amount in full or part may be forfeited in the following cases:-
 - (i) When any terms and conditions of the contract is breached
 - (ii) When tenderer fails to comply the tender terms, scope of work and all necessary wor-

kinstructions given time to time by GMC ; satisfactorily.

The decision of the Municipal Commissioner, GMC in this regard shall be final.

The Security Deposit will be paid back only after the completion of entire Contract period without any interest after deducting dues if any to be recovered from contractor.

The duration of the contract shall be for 2 years from the date of commencement of work. However GMC reserves the right to terminate the contract at any time by giving 1 months (30 days) notice to the contractor. contract shall be extended for further period of 2 years by mutual confirmation.

The contractor shall not employ guilty person or indisciplined person.

The Contractor shall have to take valid labour license & any other relevant license from statutory bodies as required for this type of contract / services.

Contractor will have to strictly follow the provisions of Factory Act 1947, wages Payment Act 1936, Bonus Act 1965, Employees Provident Fund & Miscellaneous Provisions Act 1952 & other Industrial & Labour Laws with latest amendments in act / rules related to this Operation & Maintenance Work. Contractor will not be given any relaxation regarding these provisions.

Upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this contract, the GMC has the alternative right, instead of assuming charge of entire work, to place additional labour force, tools, equipments and materials on such parts of the works, as the GMC may designate or also engage another Contractor to carry out the work. In such cases, the GMC shall deduct from the amount which otherwise becomes due to the Contractor, the cost of such work and materials with 10% added to overall departmental charges and should the total amount thereof exceed the amount due to the Contractor, the Contractor shall pay the difference to the GMC. It should be specifically noted that wherever bank guarantee is required to be submitted, it should be from Nationalized Banks/scheduled bank / GMC approved bank list only.

CONTRACT PERIOD

The successful tenderer on award of contract shall have to commence the rental work within 15 days of awarding of contract.

The Contract will be for a period of Two years from the date of commencement of rental work subject to annual renewal as under. The same can be extended for a further period of 2 (Two Years) Years by the corporation and on the terms and conditions mutually agreed upon in writing.

CONTRACT PRICE

For Rental rates will be as per the bid in the Annexure and will be inclusive of all expenses (including fuel to run machine) necessary for the continuance of the services under the contract. Such expenses shall include but not restricted to payments to RTA, Labor Authorities, Local and Municipal Authorities, Semi Govt., or any charges, deposits, taxes, oil, lubricants, levies, toll taxes, GST tax (if any) etc., connected with the service. The all-inclusive rate should be filled up in the respective column.

Rates quoted by tenderer shall be inclusive of GST and other terminal or tax etc. as may be applicable and will be fixed for entire contract period. The Contract Price shall be automatically increased every year at the rate of 5% after completion of 1st year.

S R · N O	Y E A R	INCRE- MENT
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0 2	Y e a r - 2	05%onprevio usyearrate.

&So On, for other years.

WORKFORCE

The contractor shall provide well-trained, disciplined, honest and sincere workforce, throughout the contract period and supervise their work regularly.

They should not pose any problem, nuisance to the general public. The contractor shall be solely responsible for the behaviors and honesty of its workforce.

The contractor shall appoint one supervisor to ensure that services are rendered effectively. He must be available on site/at office during the working hours. At least one common supervisor for all Machine shall be deployed by contractor for better coordination of work in the field.

The maintenance supervisor shall be qualified person, and with experience and competent and authorized by the contractor to take decisions at site. Such supervisor shall be deemed to have full authority of the contractor and any instructions given to him by the corporation officers shall be deemed to have been given to the contractor. The supervisor should be easily accessible at all times and should have a mobile phone with them at all times. The Contractor shall ensure that the supervisor or any other authorized representative shall invariably be available either in person or over the telephone within the city every day for taking necessary instruction and for proper co-ordination.

Contractor shall provide suitable uniform to all their staff including shoes and photo identity card.

The contractor must verify antecedents of the employees to be provided by the contractor before deployment. The contractor shall engage no person having criminal record or who is not the citizen of India.

The contractor may, at his own cost and responsibility, consider increasing his workforce, equipments, and materials in order to discharge contractual obligation.

The Municipal commissioner reserves the right to ask for the replacement of the personnel not found fit or suitable for undertaking the task assigned. The contractor shall do replacement without any extra cost to the corporation within one week of the order.

Contractor shall pay salaries /wages etc. through bank to his workforce adhering to the laws in force & all liabilities and responsibilities in respect of persons engaged by him shall lie with the contractor.

To avoid mishap or accident during the operation, the Contractor shall ensure that only skilled staff / drivers with sufficient experience in their respective trade and physical fitness are deployed on the job and are not put to over exertion as per prevailing labor laws of the State and / or Central Governments.

The staff/drivers deputed by the contractor during the course of contract must behave decently with the corporation's officer and staff. The Contractor shall withdraw such person who is found to be indisciplined, misbehaving, under or the influence of any intoxicant or whose services are considered detrimental to the corporation's Interest. On giving intimation to do so by the Municipal Commissioner or his authorized representative. The corporation will serve a Notice to the contractor if he fails to comply. Failure to replace the personnel after issuance of notice by the corporation will be considered to be sufficient ground for termination of the contract. It will not be binding to the corporation to justify the reasons to the Contractor for advising such withdrawal of staff.

The Drivers/operators of the contractor must be in possession of a valid professional driving license.

PENALTY:

The contractor shall be liable for penalty as under if he fails to perform his contractual obligations besides any other action; the Municipal Commissioner may decide to take as per the terms of the contract.

S r .	Typeofde- fault	Penaltytobeimpose
1	If excavation/ loading/ dozing/ levelling/ grabbing/Transportation desalting etc of waste is not done properly (i.e. Machine does not work properly) on worksite.	Entire shift work will be Deducted for such event.
	The Machine shall be exclusively Used for GMC work only. Any deviation from this shall attract penalty	Rs.1000/- for first such incidence and then after Rs.5000/- for every such incidence.
	Non use of mobile phone by any of Supervisor/Manager &/ Or Operator.	Rs.500/- for each of such event.
	Not keeping valid driving license~	Rs.500/- for each of such event.
5	If any of the contractor's staff at the Machine is found to be working without the prescribed safety gear, uniform etc.	Rs.50/- per person for that shift/event.

6	If contractor fails to provide the Operator/labour as per the requirement of GMC	Rs.500/- per person for that Shift/event.
7	If the Supervisor/Manager is not found on the work (either at any site or at their control office) during the prescribed working hours.	Rs.1000/- per such incidence
	Not keeping Fire extinguisher &/ or first aid kit with machine~	Rs.100/- for each of such event.
	If GPS system is found not working	Rs.50/- per day till it starts functioning.

The penalty will be deducted from the monthly bill of the contractor, as mentioned in work done certificate by respective department/s.

The tenderer/contractor shall keep the Machines & Vehicles in perfect working condition to the satisfaction of Concern Dept. & /or Central Workshop, GMC.

PAYMENTS FOR RENTAL WORK

The contractor shall raise monthly bills to the department / as informed by GMC for rental

contract work at the rate agreed and approved under the contract, and receipt of work done certificate from concern department, Under whom machines & Vehicles are working at site.

- Every monthly successful tenderer has to take following certification on completing work.
- Work done satisfactorily by Concern dept.
- Regarding machine maintenance from central workshop Dept.
- Every yearly machine shall have to be checked by contractor for its performance parameter & shall be submitted to GMC. If any work suggested same shall be carried out on priority.

Contractor shall submit his monthly bill in the 1st week of every month to the Concern dept as informed by GMC From time to time along with duly certified log dairy or work done certificates of concern dept. as mentioned in the performance point table given by respective department as mentioned there and work done certificate as per the format given by GMC.

For rental contract payment will be made only for those shifts for which work has been carried out by contractor and approved by dept. / officer in charge at site of work on the basis of per 8 hour shift rate approved in tender.

Contractor will be paid on a monthly basis subject to his producing satisfactory performance certificate for work carried out from various departments as mentioned in the tender.

CANCELLATION OF CONTRACT IN FULL OR IN PART

- a. If the Contractor at any time makes default in proceeding with the work with due diligence and continues to do so after notice in writing of fourteen days from the Dy. Municipal commissioner or
- b. Commits default in complying with any of the terms and conditions of contract and does not remedy it within fourteen days after a notice in writing is given to him in that behalf by the Dy. Municipal commissioner, or
- c. Fails to complete the works or items with individual dates completion, on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Dy. Municipal commissioner (Workshop / SWM);, or
- f. Being an individual or a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance of assignment of his effects or composition or arrangement for the benefit of his creditors or purports to do, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for his creditors; or
- g. Being a company, shall pass a resolution or the court shall make an order for the liquidation of his affairs, or a receiver or a manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court of debenture

holders to appoint a receiver or a Manager, or

- h. Assigns, transfers, sublets (engagement of labour on a piecework basis or labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet, the entire works or any portion thereof without the prior written approval of the Commissioner; the Commissioner may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the MUNICIPAL CORPORATION by written notice cancel the contract as a whole or only such items of work in default from the contract.

FORECLOSURE OF CONTRACT IN FULL OR IN PART

If at any time after acceptance of the tender the Commissioner shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any parts of the works to be carried out, he shall inform the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Municipal Corporation against any compensation or damage caused by the Excepted Risks.

TERMINATION OF CONTRACT

The Contract shall stand terminated at the end of the Contract period unless extended by the corporation in writing. However GMC reserves the right to terminate the contract at any time by giving 1 month (30 days) notice to the contractor.

APPENDIX

Qualification Criteria

Following are the minimum requirement to qualify in the tender technical bid. : Fol-

lowing are common pre qualification criteria:

- A. Only duly registered Firm/Company can submit Bid. Provide Certificate of Registration. (I.e. GST / IT tax etc.)
- C. The tenderer shall furnish the list of Municipal corporations /ULBs /Institutions with Address & Tel. no. To whom services have been rendered during the preceding three years and the work details of such work.
- D. The tenderer shall furnish work certificates of at least one of such customers, together with self-attested copies of purchase order received from those clients.
- E. Certificate from Chartered Accountant about turnover must be attached.

- **Following are financial & work experience criteria to be considered for tender to be considered reputed and having good experience:**

F. Financial Experience Criteria:-

- The Tenderer/s should have minimum Average Annual turnover for any three of preceding 5 years shall be at least Rs. 500 Lakh (Five Crore only).
- The Tenderer should have a Bank solvency certificate from a Nationalized Bank / Scheduled Bank / banks as per GMC circular of an amount not less than Rs. 300.00 Lakh. (Three Crore Only) Bank Solvency shall not be older than one year period.

G. Work Experience Criteria:

The tenderer should be the service provider of Excavator / Earth moving Machines &/Or Municipal SWM related Earth moving machines either on rental basis by providing Machines &/or under O&M contract basis by using department/ authority's Machines & / or under integrated Project management work by using such Machines. Tenderer must be having at least Two year of continuous experience for above referred work. Necessary documentary proof/s shall be attached with the tender.

A detail showing all works of similar types and magnitude or other as mentioned above) carried out and on hand with the tenderer along with certificate of satisfactory performance from the institution to whom the Tenderer has provided services should also be mentioned.

He must be having the Experience of successfully completed similar work/s for at least one full (Continuous) year during last 7 year; it should be either of the following :

- a. Three similar works which should not be less than work for 12 Machines per day / work order value not less than Rs.500 Lakhs) of the estimated deployment of Machines / estimated yearly work amount of tender.

or

- b. Two similar works which should not be less than for 15 Machines per day /work order value not less than Rs.600 Lakhs)) of the estimated deployment of Machines

/estimated yearly work amount of tender.

or

- c. One similar work which should not be less than 24 Machines per day / work order value not less than Rs.700 Lakhs)) of the estimated deployment of Machines / estimated yearly work amount of tender.

Similar work means work providing services as service provider of Excavator / Earth moving Machines &/Or Municipal SWM related Earth moving machines either on rental basis by providing his own Machines & / or under O & M contract basis by using department / authority's Machines & / or under integrated project management-work by using such Machines, in any Central govt. organization/ State govt. organization /Municipal Corporations / Institute or any other Agency of Government of India or any of the State Governments /ULBs/Govt/Municipal Authority.

J. Special Notes

Disqualification

Disqualification Even though the Applicants meet the above criteria, they are subject to be disqualified if Applicant or any of its constituent partners have: - Made misleading or false representation in the forms, statements, and attachments submitted; or - Been debarred or terminated or blacklisted (and effect is continue on due date of this tender) by Central Govt. organization / State Govt. organization / GMC / Any Municipal Corporation / ULBs

In case of a proprietary firm, partnership, private ltd, limited firm the following are the disqualification in case of failure to disclose information by partners or the proprietor:

- (i) If, any of the directors, partners or the proprietor is debarred / blacklisted by Central govt. organization / State Govt. organization / ULB / Any Municipal Corporation / or any other Agency of Government of India or any of the State Government.
- (ii) If, any of the directors, partners or the proprietor has a criminal history or has been convicted by any court of law for any of the offenses under any Indian laws.
- (iii) If, any criminal proceeding is pending in any court of law in India against any of the directors, partners or a proprietor and if any such proceeding culminates into conviction.
- (iv) If, any criminal proceeding is pending in any court of law in India against any of the directors, partners or a proprietor and if any such proceeding culminates into conviction.

However; merits of such actions will be reviewed by Municipal Commissioner; GMC (If need be) and can take decision accordingly after review, which will be final & binding to all tenderer.

Note: The experience as subcontractor shall not be considered

APPENDIX

(Sealed Envelope)

The Municipal Commissioner
Guwahati Municipal Corporation
Guwahati.

Sub: **Financial Quotation for the** Tender for Providing Various Machines and Vehicles on rental rate contract base work for Various works for Municipal utility services at Various sites in GMC as and when required as per Scope of work, terms - conditions and requirements of GMC.

Dear Sir/Madam,

We, hereby, having reviewed and fully understood all the terms and conditions of this Procurement Document, submit our financial quote for the Rental contract work of following equipment for your evaluation. The price quoted includes packing, forwarding charges, insurance, all taxes and duties etc. as per tender terms & scope of work of the tender Document. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Quotation we hereby represent and confirm that our Quotation is unconditional in all respects and we agree to the terms of this Tender Document.

SCHEDULE OF PRICE

Sr. No.	D e t a i l s	Rental rate per Machines in Rs. For		
		8 hrs working-shift /Day (A)	12 hrs working-shift /Day	16 hrs working-shift /Day
A	Hiring various Machines on rental rate contract bases for various works of Municipal Utility Services like cleaning, dredging, handling municipal waste, debris removal etc as and when required as per Scope of work, terms - conditions and requirements of GMC			
1	JCB type machine (backhoe excavator loader)			
2	JCB type machine with Rock Breaker			

3	Mini Crawler Excavator with backhoe - 3-5 Ton capacity			
4	Medium Crawler Excavator with backhoe - 10-14 ton capacity			
5	Large Crawler excavator with backhoe - 20-22 ton capacity excavator			
6	Large Crawler excavator with backhoe - 20-22 ton capacity excavator with Rock breaker			

Item wise individual lowest bidder will be calculated as below :Rate of item wise lowest tenderer will be calculated for Part A & Part B(itemwiseseparate)machineandvehicleonthebasisoffollowingformula:

$$\text{Rate of tenderer for different item} = (0.6 \times A) + (0.2 \times B) + (0.2 \times C)$$

Where;A= Rate per 8 Hrs. working shift perVehicle / Machineper day Rs. B= Rate per 12 Hrs. working shift per Vehicle / Machine per day Rs. C=Rateper16Hrs.workingshiftperVehicle/Machine per day Rs.

Tenderer whose rate of tenderer found lowest will be considered as lowest bidder for that particular item.

The tenderer whose rate of tenderer Found lowest based on above formula for different item wise work will be treated as Lowest bidder for that item category of machine and vehicle.

TENDERER HAS TO QUOTE AS PER SCOPE OF WORK, ABOVE FORMAT ONLY

Please provide information on applicable fields.

Yours faithfully,

For and on behalf of (Name of Supplier)

Duly signed by the Authorized Signatory of the Supplier (Name, Title and Address of the Authorized Signatory)

Annexure

General Information

All individual firms are requested to complete the information in this form. Individual information should be provided for all owners, directors or applicants that are partnerships public / Pvt. Ltd. or individually owned firms.

1	Name of firm:	
2	Type of firm: Proprietary/Partnership/Pvt. Ltd./Public Ltd/NGO	
3	Head office address:	
4	Local office address(if any):	
5	Authorised Person:	
6	Mobile:	Contact:
7	Landline:	Contact:
8	Facsimile:	Fax:
9	E-mail:	
10	Place of incorporation/registration:	Year of incorporation/registration:
11	Main lines of business:	
	1.	Since:
	2.	Since:
	3.	Since:
	4.	Since:

Annexure

History of litigation & Blacklisting:

Applicant should provide information on any history of litigation or arbitration & Black listing resulting from contracts with Any Municipal corporation, ULBs, Central Govt, State Govt, Govt Authorities etc.

Ye ar	Award for / or Against applicant	Name of Client, cause of Litiga- tion and matter of dispute & Blacklisting	D i s p u t e d a m o u n t i n R u p e e s	Validity Pe- riod

Note: If the information to be furnished in this schedule is not given and come to the know-
ledge of GMC subsequently it will result in disqualification of the bidder.

Also submit latest status along with documentary evidences.

Annexure -

Undertak-

ing

Photographs of Partners / Managing Director / Proprietor / Directors / Power of attorneyholders



1. I/We agree that the decision of the Guwahati Municipal Corporation in pre-qualification/selection of applicants/contractor, Phasing of work and in any other project related matter, will be final and binding to theme/us.
2. I / We agree that all the clause, information mentioned in this tender document are correct as per my knowledge and I / We have read and understood all the terms and conditions mentioned in document carefully . I / We abide to agree and follow to the terms and conditions stated in the tender. All the information and date furnished herewith are correct to my/our best of knowledge.
3. I/We agree that I/we have no objection if inquiries are made about our works, its related areas and any other inquiry regarding all details, projects and works listed by us in the pre-qualification document at any state.

Signature with seal of the company