

TENDER DOCUMENT

RATE FOR

**Supply, commissioning, &
training of Machineries &
Equipment to mitigate flooding
problem of Guwahati city.**

June, 2015



Guwahati Metropolitan Development Authority

Bhangagarh, Guwahati – 781005 (ASSAM)

Tel (0361) 2529650, 2529824, Fax (0361) 2529991

Web site: <http://www.gmda.co.in>, E-mail: ceo_gmda@yahoo

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NOTICE INVITING TENDER



**OFFICE OF THE GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY
STATFED BUILDING, BHANGAGARH, GUWAHATI-781005**

Website: www.gmda.co.in
E-mail: ceogmdaghy@gmail.com

Tel: 0361- 2529650,
0361- 2529824
Fax: 0361- 2529991

No. GMDA/Drainage/4-A/2015/01

Dated 29.06.2015

NOTICE INVITING TENDER

The Guwahati Metropolitan Development Authority, Assam hereby invites bids in two envelope containing technical & financial bid affixing court fee stamp of Rs.8.25 (Rupees eight and paise twenty five), only from reputed dealer/manufacturer who has requisite knowledge, expertise, experience and financial capability for **Supply, Commissioning, Training and O & M (as may be required by the owners) of Machineries & Equipment to mitigate flooding problem of Guwahati city** having satisfactory performance either indigenous or imported to be delivered at Guwahati site as per details given below:-

Sl. No.	Description of Item	Estimate provision	Earnest Money	Time of delivery
1.	<p>Procurement, commissioning & training of AQUATIC PLANT/WEED HARVESTER- with wide horizontal cutter bar and can cut up to 1.5-3.0m deep. It should be able to hold cut vegetation on board. Detail requisite engine power, operating dimensions, weed removal capacity, harvesting width/depth, storage capacity, power system, hydraulic system, fastener, propulsion to be mentioned clearly and the machine in complete–</p> <p>a) Smaller harvester having capacity to hold, carry and transfer approx. 4-5 MT or 12-13 cubic meters of cut vegetation on board with 2-2.5 m wide horizontal cutter bar complete. Including O&M for one year. (Detail specification as per Bid document)</p> <p>b) Big harvester having capacity to hold, carry and transfer 7-8 MT or 28-29 cubic meters vegetation on board with 3-3.5 m wide horizontal cutting swath complete. Including O&M for one year (Detail specification as per Bid document)</p>	<p>1(one) no.</p> <p>1(one) no.</p>	Rs.1.00 lakh	3(three) month
2.	Insulated Aerial Ladder - Hydraulic tree cutting vehicular machine			

	Working height-13-15m, Horizontal reach-10-12m, Length (retracted)-5-6m, Rotation-360, Hydraulic pressure approx. 2000psi complete. (Detail specification as per Bid document)	1(one) no.		
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TERMS & CONDITIONS

1. The complete Tender Document may be obtained from the address for communication given below from **4/07/2015 to 22/07/2015** on any working day between **1000 hours** and **1600 hours**, on payment of non-refundable document fee of Rs.1000/-in the form of Demand Draft in favour of "CHIEF EXECUTIVE OFFICER, GMDA" payable at GUWAHATI, ASSAM,INDIA. The document can also be downloaded from "GMDA"s website <http://www.gmda.co.in>. A signed declaration stating that no alteration has been made in any form in the downloaded tender document and the original money receipt be enclosed with the tender by the bidder for downloaded tenders is necessary. The amendments/clarifications, if any, to the document will be available on the above website.

(Nonattachment of declaration & money receipt will be liable for rejection of tender)

2. The bidder may be an Original Equipment manufacturer or a dealer authorized by OEM.
3. The manufacturer/dealer should have a minimum average annual turnover of Rs.3.00 crores In last 5(five) years.
4. The bidder shall have credentials of supplying 2(two) similar M & E in the last 5 years. The bidder shall submit the copies of Purchase orders and Commissioning report and documentary evidence of satisfactory performance from the client.
5. The last date for submission of the T e n d e r is 28/07/2015 upto **15.00 hrs (IST)**.The technical bids will be opened on the same day at 1600hours in presence of the representatives of the bidders in the office of the Chief Executive Officer, GMDA, Bhangagarh, Guwahati-781005, Assam India.
6. **The pre bid meeting will be held on 23/07/2015 at 1500hrs in the office of CEO, GMDA, Guwahati. For those bidder who procured the Bid document.**
The proposal, any query or clarification on the bid document shall be submitted to the following address;
Chief Executive Officer, GMDA, Bhangagarh, Guwahati-781005, Assam, India.
7. Other Terms & Conditions as per Tender Document.

Sd/-Sri Anurag Singh, IFS
Chief Executive Officer
Guwahati Metropolitan Dev. Authority
Bhangagarh, Guwahati-781005.

MemoNo. GMDA/DRAINAGE/4-A/2015/1-A

Dated 29-06-2015

Copy for favour of information and necessary action to the:-

1. The Addl. Chief Secretary to the Hon'ble Chief Minister, Assam.
2. The P.S to the Chairman, GMDA, Bhangagarh, Guwahati-5.
3. The P.S to the, Deputy Chairman GMDA, Bhangagarh, Guwahati-5.
4. The Principal Secretary to the Govt. of Assam, GDD, Dispur, Guwahati-5. This is in reference to the budgetary provision of GMDA for 2015-16.
5. M/s Exclusive Advertising, Guwahati for publication in one National & one Local daily for one publication each.
6. Sri D. Dutta, In-charge, Website, GMDA for uploading to the website.

(Sri Anurag Singh, IFS)
Chief Executive Officer
Guwahati Metropolitan Dev. Authority
Bhangagarh,Guwahati-78

Section II:

Instruction to Bidders (ITB)

(SECTION-II) INSTRUCTION

Section II: Instructions to Bidders

IMPORTANT: Following changes to schedule of NIT is made in view of unavoidable circumstances:

1. Date & time of Pre-bid meeting: 27.10.2014 at 3.00 PM
2. Last Date & time of receiving bids/tenders: 29.10.2014 upto 2.00 PM
3. Date & time of opening bids/tender: 29.10.2014 at 3.00 PM
4. Opening of Financial bids: To be informed later.

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A. General

1. Scope of Bid :

- 1.1 The Owner (as defined in the Appendix to ITB) invites bids for **“Supply, Commissioning, Training and O & M (as may be required by the owners) of Machineries & Equipment to mitigate flooding problem of Guwahati city”** to be delivered in Guwahati as described in these documents and referred to as “the work”. The name of the work is provided in the Appendix to ITB.
- 1.2 The successful bidder will be expected to complete the work by the delivery schedule as follows:
 - i) **Supply, Commissioning, Training and O & M (as may be required by the owners) of Machineries & Equipment to mitigate flooding problem of Guwahati city 4-5 months from the date of issuance of work order/letter of months acceptance.**
- 1.3 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

2. Source of Funds

- 2.1 The expenditure on this project will be met by Guwahati Metropolitan Development Authority (GMDA) as and when fund is available against the scheme.;

3. Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders engaged in manufacturing or authorized dealers by OEM as the agency to foreign/Indian origin has manufactured **Supply, Commissioning, Training and O & M (as may be required by the owners) of Machineries & Equipment to mitigate flooding problem of Guwahati city** of similar type with proven and satisfactory performance.
- 3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

4. Qualification of the Bidder

- 4.1 This invitation for bids is open to all manufacturers and their authorized dealers registered with the appropriate authorities under the appropriate laws for the time being in force in India.

4.2 All bidders shall include the following information and documents with their bids.

- (a) Copies of original documents defining the authorized dealership, 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) The manufacturer/dealer should have a minimum average annual turnover of Rs.3.00 crores in last 5(five) years.
- (c) The bidder shall have credentials of supplying minimum 2 (two) similar Machine in the last 5 years. The bidder shall submit the copies of Purchase orders and Commissioning report and documentary evidence of satisfactory performance from the client.
- (d) Information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
- (e) A valid income Tax clearance certificate.
- (f) The Bidder or their OEM should have the experience of supplying, commissioning and O & M as well for the machine for at least one year (in case of item no. 1(a) & 1(b))

4.3 Bids from Manufacturer/company jointly or consortium are allowed. Memorandum of Understanding between the firms for joint bids to be submitted. The foreign Suppliers will be eligible to submit the bid through their Indian agents.

4.4 To qualify for award of the Contract, each bidder should have:

- a) Satisfactorily supplied minimum 2 (two) similar type of Machineries & Equipment during in last five years with the proof of their satisfactory performance from the clients preferably in tropical country.

4.5 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- (i) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- (ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- (iii) incomplete bid document/tampered the bid document in any manner.

5. One Bid per Bidder

- a. Each Bidder shall submit only one Bid for the work. A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified.
- b. Tender documents are not transferable.

6. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Owner will, in no case, be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

7. Content of Bidding Document

7.1 The set of bidding document comprises the documents listed below and addenda issued in accordance with Clause 9:

1. Notice Inviting Tender
2. Instruction to Bidders
3. Forms of bid and EMD/ Bank Guarantee
4. Conditions of Contract

(**Part I** General Conditions of Contract, and Contract Data; **Part II** Special Conditions of Contract)

5. Technical Specification
6. O & M Conditions as may be required for particular Machine.

7.2 One will be issued to the bidder against the payment as per short tender notice.

7.3 The bidder is expected to examine carefully all instruction, conditions of contract, contract data, forms, terms, specification, and forms in the Bid Document. Failure to comply with the requirement of Bid Documents shall be at the bidder's own **Set of the bidding document** risk. Pursuant to clause 25 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

8. Clarification of Bidding Documents

8.1 A prospective Bidder requiring any clarification of the bidding documents may notify the owner in writing or by cable, ("cable" includes facsimile) at the owner's address indicated in the Notice Inviting Tenders. The Owner will respond to any request for clarification received earlier than the pre-bid meeting only. Copies of the Owner's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

8.1.1 **The** bidder or his official representative is invited to attend the pre-bid meeting. Its date, time and address are given in the Appendix to ITB.

8.1.2 **The** purpose of the meeting will be to clarify issues and to answer questions on

any matter that may be raised at that stage.

8.1.3 The bidder is requested to submit any questions in writing or by cable so as to reach the Owner not later than two days before the meeting.

8.1.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

C. Preparation of Bids

9. Language of Bid

- a. All documents relating to the Bid shall be in the language specified in the Appendix to ITB.

10. Documents Comprising the Bid

10.1 **The Bid** *submitted by the Bidder shall be in two separate parts:*

Part I : This shall be named “Technical Bid” and shall comprise of :

- I. For bidding documents downloaded from the website, the original GMDA money receipt for the cost of the bidding documents must be placed in a separate cover, marked “Receipt of cost of bidding document procured/downloaded from the website.”
- II. Earnest Money in a separate cover marked „**Earnest Money**’.
- III. Qualification information, supporting documents, affidavit and undertaking as specified in Clause 4.
- IV. Undertaking that the bid shall remain valid for the period specified in clause 14.1;
- V. Any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and
- VI. An affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief.
- VII. The complete tender document in original duly filled except cost schedule, signed and sealed on every page. This part should not contain the reference to price in any manner. Any reference to price in this part may cause rejection of the bid.
- VIII. Form of bid.
- IX. Warranty period against any manufacturing defects of material should be clearly mentioned.
- X. Authorized dealer should enclose authorization certificate (Attested photocopy) of manufacturing company.

XI. Attach the separate sheet mentioning detail specification along with literature.

XII. Provide **the list of your valued customers of the said items in state-**

Government, Semi Government Bodies. And public sector organisation in India/tropical country.

XIII. In case of dispute, decision of the Chief Executive Officer, GMDA, Bhangagarh, Guwahati will be final and acceptable to all the parties.

XIV. The jurisdiction for any legal dispute shall be Kamrup(Metro) District, Assam only.

Part II. It shall be named “Financial Bid” and shall comprise of:

(i) Cost schedule.

11. Each part shall be separately sealed and marked in accordance with Sealing and Marking instructions in clause 20.

12. Bid Prices

12.1 The Contract shall be for the Works, as described in Clause 1.1, based on the cost schedule submitted by the Bidder.

12.2 **The bidder shall quote rates and prices (both in figures and words) for all items described in the cost schedule.**

12.3 All duties, taxes, royalties 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 against items of work.

12.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

12.5 Lowest price shall not be a only criteria sine our emphasis will be on quality of the product quoted.

12.6 However, if committee deems proper, the negotiation for the final price will be done with the tenderers. First chance will be given to the lowest price in the chronological order.

12.7 The committee is empowered to reject any or all the Quotations without giving any reason. This shall not be challengeable in the court.

12.8 No correspondence shall be entertained after submission of Quotations

13. Currencies of Bid and Payment

The prices shall be quoted by the bidder in Indian Rupees by the Indian bidder and in case of foreign bidder, it shall be in the foreign exchange either in Euro and US Dollar. The payments shall be made in Indian Rupees for Indigenous supplier and in foreign currency for foreign supplier and the payment will be made only after satisfactory supply and installation

14. Bid Validity

Bids shall remain valid for a period of 180 days after the deadline date for bid submission specified in Clause 19. The Owner will consider the bid as non-responsive and shall reject a bid that will be valid for a shorter period.

15. Earnest Money / Bid Security

15.1 The Bidder shall furnish, as part of the Bid, Earnest Money/Bid security, for the amount as specified in the Appendix to ITB.

15.2 The Earnest Money shall be in the form of Bank Guarantee as specified in the Appendix to ITB. It shall be valid for 180 days beyond the validity of the bid.

15.3 Any bid not accompanied by an acceptable Earnest Money, unless exempted in terms given in the Appendix to ITB, shall be rejected by the Owner as non-responsive.

15.4 The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 14 or on submission of performance Security.

15.5 The Earnest Money/performance security of the successful Bidder will be discharged after 28 days of successful delivery and commissioning of all the supplied items.

15.6 The Bid Security / Earnest Money will be forfeited:

- a) if the Bidder withdraws the Bid after its submission during the period of Bid validity;
- a) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i. sign the Agreement; and/or
 - ii. furnish the required Performance Security

16. Format and Signing of Bid

16.1 The Bidder shall submit one set of the bid comprising of the documents as described in Clause 11.

16.2 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. All pages of the Bid shall be

signed by the person or persons signing the Bid. The scanned signatures are not acceptable. It will make the bid non-responsive.

16.3 The Bid shall contain no overwriting, alterations or additions.

D. Submission of Bids

17. Sealing and Marking of Bids

17.1 The Bidder shall place the two separate envelopes (called inner envelopes) marked "Technical Bid" and "Financial Bid" in one outer envelope. The inner envelopes will have markings as follows:

Technical Bid: To be opened on (date and time of Technical Bid opening as per clause 22.1.)

Financial Bid: Not to be opened except with the approval of the Owner.

The contents of the Technical and Financial Bids shall be as specified in clause 11.1.

17.2 The inner and outer envelopes containing the Technical and Financial Bids shall

- a) be addressed to the Owner at the address provided in the Appendix to ITB;
- b) bear the name and identification number of the Contract as defined in clause 1.1; and

17.3 In addition to the identification required in Sub-Clause 17.2, 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 19, or is declared non-responsive pursuant to Clause 20.

17.4 If the outer envelope is not sealed and marked as above, the Owner will assume no responsibility for the misplacement or pre-mature opening of the bid.

18. Deadline for Submission of Bids

Complete Bids (including Technical and Financial) must be received by the Owner at the address specified in the Appendix to ITB not later than the date and time indicated in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Owner, the Bids will be received up to the specified time on the next working day.

19. Late Bids

Any Bid received by the Owner after the deadline prescribed in Clause 18 will be returned unopened to the Bidder.

E. Bid Opening and Evaluation

20. Bid Opening

Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the bids received (except those received late) shall be opened on the date and time mentioned in the Appendix to ITB or as will be clearly mentioned in the Bid document. 'Financial Bid' of those bidders whose technical bid has been determined to be responsive and on evaluation fulfils the criteria laid down in Clause 24.2 shall be opened on a subsequent date, which will be notified to such bidders.

20.1 The Owner will open the envelope marked the "Technical Bid" of all the bids received in presence of the "bidders/bidders" representatives who choose to attend at the time, date and place specified in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Owner, the Bids will be opened at the appointed time and location on the next working day.

20.2 In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the Owner at the opening, as the Owner may consider appropriate, will announce the bidders' names and such other details.

20.3 The Owner will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 20.1.

20.4 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 11, thereafter on fulfilling the criteria laid down in Clause 24.2, a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

20.5 The Owner 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.

20.6 At the time of the opening of the „Financial Bid“, the names of the bidders whose bids were found responsive in accordance with clause 20.5 will be announced. The financial bids of only these bidders will be opened. The remaining bids will be returned unopened to the bidders. The responsive bidders' names, the Bid prices, the total amount of each bid, any discount/rebate, modification of financial bids pursuant to clause 21 and such other details as the Owner may consider appropriate will be announced by the Owner at the time of bid opening. Any Bid price, which is not read out and recorded, will not be taken into account in Bid Evaluation.

20.7 The Owner shall prepare the minutes of the opening of the Financial Bids.

21. 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 attempt by a Bidder to influence the Owner's processing of bids or award decisions may result in the rejection of his Bid.

22. Clarification of Bids and Contacting the Owner

22.1 During the evaluation of the bids, the owner may, at its discretion, ask the bidder to provide any additional information/clarification in relation to its bids as may be deemed fit by the owner. The bidder shall in all cases where such request has been made by the owner, submit within such period and in such manner as may be specified by the owner in the request so made. Failure of the bidder to furnish such additional information as may be requested by the owner, the owner may in its sole discretion deem such bid as non-responsive. The bidder shall not have any right to challenge the same or any claims arising from such bid being deemed non-responsive by the owner.

22.2 No bidder shall contact the owner on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. Any attempt by the bidder to influence the Owner's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

23. Examination of Bids and Determination of Responsiveness

During the detailed evaluation of "Technical Bids", the Owner will first determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is responsive to the requirements of the bidding documents. After the above process is completed the technical specification/offer of the responsive bidders will be examined with respect to technical specifications provided in the tender document, clarifications, if any, at this stage in respect of the technical parameters offered by the bidder will be sought from the bidders. Thereafter, the bids, which conform, to the terms, conditions, and specifications of the bidding documents, without material deviation or reservation will be considered as responsive for evaluation.

24. Evaluation of Bids

24.1 Selection of the bidder for supply of **Machinery & Equipment** will be based on technical and financial evaluation as per the NIT published vide this office No. GMDA/Drainage/4-A/2015/01 Dated 29.06.2015

24.2 Technical evaluation shall be based on the offer satisfying the following criteria.

- (i) Output of the agencies/manufacture in terms of number and cost of **Machine/machineries** during the preceding five years from the date of receipt of

- the bid as specified in NIT - to be furnished in format given at Appendix – 1.
- (ii) Financial details
 - (a) Financial performance during preceding 5 years - to be furnished in format given at Appendix –3.
 - (b) Average annual manufacturing turn over during preceding 5 years as specified in NIT - to be furnished in format given at Appendix – 4.

24.3 If the bidder does not fulfill the above criteria his bid shall be technically disqualified and his financial bid shall not be opened.

24.4 The evaluation of the financial bid will be based on the lowest financial offer received for the work/M&E.

24.5 Bids offered in foreign exchange to be evaluated after converting in Indian currency at the foreign exchange rate prevailing on the date of opening the financial bid.

F. Award of Contract

25. Award Criteria

Subject to Clause 28, the Owner will award the Contract to the Bidder after evaluation as per Clause 24.

26. Owner's Right to Accept any Bid and to Reject any or all Bids and Split the work or Increase and Decrease work.

Notwithstanding Clause 26, the Owner reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without there by incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner's action. Owner also reserve the right to split the work to one or more parties depending on capability and increase/decrease the work requirement.

27. Notification of Award and Signing of Agreement.

27.1 The bidder whose Bid has been accepted will be notified of the award by the Owner prior to expiration of the Bid validity period and confirmed by registered letter. This letter (hereinafter and in the Part I *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Owner will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price"). There will be an agreements for supplying, commissioning and testing of **Machinery & Equipment** as per decision of the owner.

27.2. 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 29.

27.3. The Agreement will incorporate all agreements between the Owner and the successful Bidder. It will be signed by the Owner and the successful Bidder..

27.4 The other Bidders will be informed that their Bids have been unsuccessful.

28. Factors Affecting the Award of the contract.

28.1 The bidder should have its own contract support facilities. The support facilities should be fully owned and managed by the bidder.

28.2 Conformity with the request for bid/tender required and conditions.

28.3 The assessment of the capability of the bidder to meet the terms and conditions.

28.4 The bidder must have executed similar orders, for which the bidder is quoting as indicated in clause 1 of ITB for Government/semi Government/other Public sector organisations.

29. Performance Security

29.1 Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Owner a Performance Security of Ten percent of the Contract Price, for the period of 28 days after the expiry of defect liability period of 12 months.

29.2 The performance security shall be either in the form of a Bank Guarantee in the name of the Owner, from a Bank as applicable in case of earnest money / bid security defined in Appendix to ITB.

Appendix to ITB

The Owner should fill out this Appendix to ITB before issuing the bidding documents
The insertions should correspond to the information provided in the Invitation for Bids. Instruction to bidder

Clause Reference

- (1.1) The Owner is 'The Chief Executive Officer, Guwahati Metropolitan Development Authority (GMDA), Guwahati-781005, Assam'.
- (1.1) The Works is "supply, commissioning, testing training of Machineries & Equipment (Name of Machine.....).
- (4.4) (b) The value shall be as mentioned in Bid Notice.
Escalation factor (for the cost of works completed during the last 5 years) may be taken as follows:
[Cl. 4.4(b)]
- | Year Before | Multiplying Factor |
|-------------|--------------------|
| One | 1.1 |
| Two | 1.2 |
| Three | 1.3 |
| Four | 1.4 |
| Five | 1.5 |
- (8. 2.1) Place, Time and Date for pre-bid meeting are:
- Place: Office of the Chief Executive Officer, GMDA, Bhangagarh, Guwahati-781005, Assam, India.
(will be intimated later, in case of change, if any)
- Time: 1500 hrs.
Date : 23/07/2015
- (9) Language of the bid is :English
- (15.1) The amount of Earnest Money shall be as mentioned in NIT.

- (15.2) A. The EMD/bid security which shall either be in the form of a Bank Guarantee in the name of the Owner, from following banks would be accepted:-
- i. State Bank of India or its subsidiaries, ii. Any Indian Nationalised Bank
 - iii. IDBI or ICICI / HDFC Bank
 - iv. A Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalised Bank.

Or

Demand Draft in favour of "Chief Executive Officer, GMDA" Payable at Guwahati.

- (18) The Owner's address for the purpose of Bid submission is Guwahati Metropolitan Development Authority, Bhangagarh, Guwahati-781005, Assam, India,

- (18) The deadline for submission of bids shall be: Time Date

- (20) The date, time and place for opening of the Bids are:

- | | |
|--|--|
| (A) Technical Bid Date Time | As prescribed in NIT
Date: 28.07.2015, Time: 1500 hrs. |
| (B) Financial Bid (For qualified bidder) Date & Time | As prescribed in Bid Notice
(Will be intimated later) Place As prescribed in Bid Notice |
- (29) The amount and validity period of the performance Security is : Amount: 10 % of the contract price for supply items.
Validity Period: (i) Performance security shall be valid until a date 28 days after the expiry of Defect Liability Period

APPENDIX – 1

OUTPUT OF THE FIRMS/AGENCIES DURING PRECEDING 5 YEARS

Sl. No.	Name of the contract	Name and Address of employer	Cost of Work	Date of Award	Date of completion		M-F Machine/Vessel Specification of each category as NIT
					Schedule	Actual	

APPENDIX – 4

AVERAGE ANNUAL TURNOVER OF MANUFACTURER/ AUTHORISED DEALER (DURING PRECEDING 5 YEARS)

Year	Annual Turnover

(SECTION-III)

**FORMS OF BID & BANK GUARANTEE AND
COST SCHEDULE**

(Form of bid to be submitted along with Technical bid)

To

The Chief Executive Officer

Guwahati Metropolitan Development Authority, Bhangagarh Guwahati-781005,
Assam, India

DESCRIPTION OF WORKS: BID FOR SUPPLY, COMMISSIONING, TESTING & TRAINING OF Machinery & Equipment (Name of machine.....)

Reference letter GMDA/Drainage/4-A/2015/01

Dated 29.06.2015

Dear Sir,

1. Having examined the Bid Documents, Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Cost schedule for the execution of the above named works, I/We, the undersigned offer to execute and complete such works in conformity with the said bid documents.

2. We undertake, if our Bid is accepted, to commence the work within fifteen (15) days of receipt of the order to commence, and to complete and deliver the Machineries & Equipment (Name of Machine.....) with all accessories and the items as listed comprised in the Contract (as per Item no.1 & 2 of ITB) within the period stated in the bid hereto. The advance payment, if any, to be paid to effect the commencement of work.

3. Bid Security /EMD of Rs. ----- in the form of is enclosed herewith.

4. If after the tender is accepted, we fail to execute the contract deed within 15 days of the receipt of the order to do so, I / We agree that GMDA shall without prejudice to any terms and conditions of the tender, forfeit the Bid Security absolutely.

5. If our Bid is accepted, we will furnish Performance Security (ies) in the form of a Bank Guarantee to be jointly and severally bound on us, in accordance with the Conditions of Contract.

6. We agree to abide by this Bid for the period of One Hundred and Fifty (180) days from the date of Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

We confirm our agreement to treat the Bid documents and other records connected with the works as secret and confidential documents and shall not communicate information contained therein to any other person other than the

person authorised by the Owner or use such information in any manner prejudicial to the safety and integrity of the works.

Unless and until an agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us, but without prejudice to your right to withdraw such acceptance without assigning any reasons thereof.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2014

Signature _____ in the capacity of _____ duly authorized to sign Bid
for and on behalf of

(In block capital letters)

Address : _____

Signature of Witness _____

Name of witness _____

Address of witness _____

**Certified copy of Power of Attorney/authorization for signature shall be furnished by the bidder.

FORM OF BANK GUARANTEE FOR BID SECURITY (EMD)

To

The Chief Executive Officer,
Guwahati Metropolitan Development Authority,
Bhangagarh, Guwahati-781005, Assam, India.

WHEREAS _____ (Name of Tenderer) (hereinafter called the Tenderer) wishes to submit his tender for work of _____ in the state/s of _____ herein called "the Tender" KNOW ALL PEOPLE by these present that we _____ (Name of Bank) of _____ (Name of country) having our registered office at _____ (_____) (hereinafter called the „Bank“) are bound unto the Guwahati Metropolitan Dev. Authority (hereinafter called "the Owner") in the sum of the Rs. _____ (Rupees _____) *for which payment can truly be made to the said Owner. The Bank bind themselves, their successors and assigns by these presents with the common seal of the Bank this day _____ of 2015 and undertake to pay the amount of _____ Rs. _____ to the employer upon receipt of this written demand without the employer having no substantiate his demand.

The conditions of this obligation are:

If the tender withdraws his tender during the period of Tender validity specified in the Form of Tender.

Or

If the Tender having been notified of the acceptance of his Tender by the Employer during the period of tender validity fails or refuses to execute the Form of Agreement in accordance with the instructions to bidders, if required;

or

fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay Owner up to the above amount upon receipt of his first written demand, without the Owner having to substantiate his demand, provided that in his demand the Owner will note that the amount claimed by him is due to his owing to the occurrence of any one of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including the date 45 days beyond the validity of the bid as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tenders Notice of which extension to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date of expiry of this guarantee.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK

NAME AND DESIGNATION

SEAL OF THE BANK

SIGNATURE OF THE WITNESS

NAME OF THE WITNESS

ADDRESS OF THE WITNESS

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To

The Chief Executive Officer,
Guwahati Metropolitan Development Authority,
Bhangagarh, Guwahati-781005, Assam, India.

WHEREAS _____ (Name and Address of contractor) hereinafter called "the contractor" has undertaken, in pursuance of Contract No. _____ Dated _____ to execute _____ (name of Contract and brief description of works) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a bank Guarantee by a Nationalized/Scheduled bank of India for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee: NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs _____ (amount of guarantee) (Rupees _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of issue of the Defects Liability Certificate.

Signature and seal of the Guarantor _____

NAME OF THE BANK

ADDRESS

DATE _____

IN THE PRESENCE OF _____

1 _____

(NAME OF OCCUPATION)

2 _____

(NAME OF OCCUPATION)

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

AGREEMENT FORM

THIS AGREEMENT made this... .. day of 2015 BETWEEN the Chief Executive Officer, GMDA, hereinafter called the Owner of the ONE PART AND M/s. an existing Company within the meaning of companies Act, 1956 having its registered office at-----, which expression shall unless excluded by or repugnant to the context be deemed to include its successor in interest of the OTHER PART.

WHEREAS THE OWNER proposes to purchase of for its own purpose and the CONTRACTOR has agreed to supply the same on the terms and conditions mentioned below: -

1. The Contractor will deliver and commission and training in Guwahati to the order of the GMDA, Machineries & Equipment (Name of Machine.....) in accordance with the subject to the conditions of contract, hereto annexed and marked and the specifications and schedule attached hereto all of which form part of this agreement.
2. The consideration payable therefore shall be the sum of Rs..... Payable as stated and on the condition expressed in conditions of contract.
3. The following documents shall be deemed to form and be read and construed as part of the agreement viz:
 - a. Agreement
 - b. Bid Notice
 - c. Instructions to bidders
 - d. General conditions of the contract
 - e. Special conditions of the contract
 - f. Technical specifications
 - g. Form of bid
 - h. Cost schedule
 - i. Letter of acceptance

IN WITNESS whereof the CEO, GMDA has causedon their behalf to hereunto set his hand and the contractor has hereunto set his hand/the Company has caused its common seal to be affixed hereunto the day and year first above written.

(a) Signed by the contractor above named in the presence of;

1.

2.

Witness

Signed by

For and on behalf of Guwahati Metropolitan Development Authority, Assam, Bhangagarh, Guwahati-781005.

Cost Schedule

For supply, commissioning, training of *Machineries & Equipment to mitigate flooding of Guwahati City for GMDA, Assam*

Note: The tenderer shall enter a firm price against each item and fill up the blanks:-

Sl. No.	Description of Item	Unit	Price in figure & word
1.	<p>Procurement, commissioning & training of AQUATIC PLANT/WEED HARVESTER- with wide horizontal cutter bar and can cut up to 1.5-3.0m deep. It should be able to hold cut vegetation on board. Detail requisite engine power, operating dimensions, weed removal capacity, harvesting width/depth, storage capacity, power system, hydraulic system, fastener, propulsion to be mentioned clearly and the machine in complete–</p> <p style="padding-left: 40px;">a) Smaller harvester having capacity to hold, carry and transfer approx. 4-5 MT or 12-13 cubic meters of cut vegetation on board with 2-2.5 m wide horizontal cutter bar complete. *Including O&M for one year. (Detail specification as per Bid document)</p> <p style="padding-left: 40px;">b) Big harvester having capacity to hold, carry and transfer 7-8 MT or 28-29 cubic meters vegetation on board with 3-3.5 m wide horizontal cutting swath complete. *Including O&M for one year (Detail specification as per Bid document)</p>	<p>1(one) no.</p> <p>*Per month</p> <p>1(one) no.</p> <p>*Per month</p>	
2.	<p>Insulated Aerial Ladder - Hydraulic tree cutting vehicular machine Working height-13-15m, Horizontal reach-10-12m, Length (retracted)-5-6m, Rotation-360, Hydraulic pressure approx. 2000psi complete. (Detail specification as per Bid document)</p>	<p>1(one) no.</p>	

(*Detail Technical specification given in ITB. *The rate for O & M to be mentioned as separate item in the cost schedule)

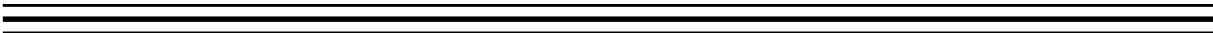
Dated.....

(Signature of Contractor)

With the official seal

A
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(SECTION-IV)



**CONDITIONS OF
CONTRACT**

General Conditions of Contract

A. General

I. (i) Definitions

Terms which are defined in the Contract Data are also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

The Contract is the Contract between the Owner and the Contractor to execute and complete the Works.

C.E.O. is the Chief Executive Officer, Guwahati Metropolitan Development Authority, Guwahati, Assam.

Authority is Guwahati Metropolitan Development Authority, Guwahati, Assam., a statutory body set up under Guwahati Metropolitan Development Authority Act in the Ministry of Guwahati Development Department , Government of Assam, India, represented by Chief Executive Officer.

The Owner / Purchaser means “Guwahati Metropolitan Development Authority, Guwahati, Assam represented by Chief Executive Officer and includes his successor, assignees.

The Engineer-in-charge is the person named in the Contract Data (or any other competent person appointed by the Owner and notified to the Contractor, to act in replacement of the Engineer-in-charge) who is responsible for supervising the execution of the Works.

The Contractor means the manufacturer, authorized dealer whose Bid to carry out the Works has been accepted by the Owner and includes Contractor’s successors, representatives, heirs, executors and administrators unless excluded by contract.

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Owner and includes technical and financial bids.

The Contract Price is the price stated in the Letter of Acceptance.

Machineries & Equipment (Name of Machine.....) to be delivered in accordance with the contract.

Representative is the Officer appointed by the owner on behalf of the owner to receive the **Machineries & Equipment (Name of Machin.....)** along with spares and equipment etc. on their behalf upon delivery at the specified destination.

Test is the test or tests as are prescribed by the specification to be made by the contractor/owner or their nominee, before the **Machineries & Equipment (Name of Machine.....)** is taken over by the owner.

Specification means the Specification of the Works included in the Contract.

A **Variation** includes alterations, amendments, omissions, additions or suspensions of the works.

Days are calendar days; months are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The Defects Liability Certificate is the certificate issued by Owner, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.

The Defects Liability Period is minimum 12 months calculated from the Date of commissioning of the **Machine**.

(ii) INTERPRETATION

- (a)** In interpreting these Conditions of Contract, singular also means plural, male also means female, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.
- (b)** The documents forming the Contract shall be interpreted in the following order of priority:
 - (1) Agreement,
 - (2) Letter of Acceptance, Notice to Proceed with the Work,
 - (3) Contractor's Bid,
 - (4) Conditions of Contract including Special Conditions of Contract
 - (5) Technical Specifications, and
 - (8) Any other document listed in the Contract Data as forming part of the contract.

2. (a) PARTIES

The parties to the contract are the contractor and the owner.

(b) AUTHORITY OF PERSONS SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR:

A person signing the tender or any other document in respect of the contract on behalf of the contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person so signing had no authority to do so, the CEO on behalf of Authority may, without prejudice to any other right or remedy of the owner, cancel the contract and make or authorize the making of a purchase of the Machineries & Equipment at the risk and cost of such person and hold such person liable to the owner for all costs and damages arising from the cancellation of the contract including any loss which the owner may sustain on account of such purchase.

3. AUTHORITY OF THE CHIEF EXECUTIVE OFFICER:

For all purposes of the contract including arbitration proceeding there under the CEO, GMDA on behalf Authority shall be entitled to exercise all the rights and powers of the owner

4. INABILITY TO PERFORM CONTRACT:

Should the Contractor's preparation for the commencement of the work, or any portion of it or his subsequent rate of progress, which shall be conclusive, the contractor will be unable to complete the work or any portion thereof as agreed upon, or should he not have the work ready for delivery in conformity with the contract, should he neglect to comply with any directions given to him or in any respect fail to perform the contract, the owner shall have power to declare the contract at an end, in which case the

contractor shall be liable for any expense, loss or damage which the owner may incur or sustain by reason, of or in connection with contractor's default.

5. QUOTATION OF RATES BY CONTRACTOR

- (i) The price quoted by contractor shall be firm with no provision for any deviation as per in the cost schedule. The price shall include the cost of the complete Machine/Vessel, additional accessories, training program, and trial and delivery in Guwahati. In case the Machineries & Equipment are supplied by the foreign contractor as import cargo, the Custom duty as applicable shall be paid extra by the tenderer.

6. SECURITY DEPOSIT

- (1) The security deposit for the performance security for 10 percent of the contract price will be released to the contractor when the defect liability period is over, and the Engineer-in-charge has to certify the defects, if any, notified by the Engineer-in-charge to the contractor before the end of this period have been corrected.
- (2) No claim shall lie against the owner either in respect of interest or any depreciation in value of any security.
- (3) If the contractor fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the CEO, GMDA or his duly authorized representative to forfeit either in whole or in part, the security deposit for performance security furnished by the contractor. Save as aforesaid, if the contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE", the CEO, GMDA on behalf of the Authority shall refund the security deposit for performance security to the contractor after deducting all costs and other expenses that the owner may have incurred and all dues and other money including all losses and damages which the owner is entitled to recover from the contractor.

7. TIME AND DATE OF COMPLETION OF WORK

The time and the date stipulated in the tender for the completion of the work shall be deemed to be the essence of the contract. In case of delay the contractor shall in addition to other liabilities mentioned in to special conditions of contract be liable for all cost of inspection, which may be incurred after the date on which the work ought to have been completed. But if the delay shall have arisen from any cause such as strikes, fire, accident, riot, etc. which the owner may admit as reasonable ground for further time, the owner will allow such additional time as he may consider to have been required by the circumstances of the case.

8. (a) CONTRACT FOR INDIGENOUS SUPPLIERS:-

Payment for the Machineries & Equipment or for each delivery will be made to the

contractor on submissions of bills in accordance with the laid down procedure, as detailed below:-

- a. As per the terms and condition of payment mentioned by the tenderer and as accepted by the owner.
- b. A part of payment minimum Ten percent (10%) of the contract price of the equipment plus the cost of commissioning, if any, on final delivery and test, or alternatively the full 100% after **supply** and commissioning and on final test training as may be agreed upon by both contractor and owner.

In addition to his other remedies under the law and these conditions, the purchaser shall have a lien on each consignment in respect of which advance payment, if any, has been made to secure repayment of this amount and recovery of any sum due from the contractor, should the equipment not be taken over.

II. FOR IMPORTED SUPPLIER:-

Ninety percent (90%) of the contract price shall be paid against irrevocable letter of credit either through State Bank of India if exists in that country or through National Bank of that country for net F.O.B /F.A.S. value as per details below:-

“Ninety percent (90%) net F.O.B./ F.A.S. price except commission for the Indian agent (if any) will be paid against dispatch, pre dispatch inspection certificate (where applicable) and shipping documents. Balance 10% will be paid in the foreign exchange through RTGS directly to the Bank of the contractor within 30 days of the successful completion of performance test in which the machine's performance would have been demonstrated by the supplier or his agent, after commissioning at the consignee's places and submission of a bank guarantee for 10% of the value of the contract indemnifying the purchaser against all losses incurred by the purchaser during the guarantee period stipulated in the warranty clause, provided that where installation and commissioning of the Machineries & Equipment is delayed for beyond 90 days of the receipt of the stores at the ultimate destination due to express written instructions of the purchaser or the consignee, the balance 10% payment shall be released to the supplier on the furnishing of B.G. aforesaid mentioned.”

III, FOR INDIAN AGENT:

Agency commission shall be paid in Indian rupees on TT buying rate on the date of placement of work order on taking over of the **Machineries & Equipment with ancillary** machinery by the consignee, after successful commissioning test and trial and training programme. Tenderer shall assist consignee (s) in clearance and delivery of the Machineries & Equipment in case of equipment offered is of imported origin

9. LAWS GOVERNING THE CONTRACT

- i) The laws of India shall govern this contract for the time being in force.
- ii) Irrespective of the place of delivery the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

Jurisdiction of Courts-The courts of Guwahati shall have to jurisdiction decide any dispute arising out of or in respect of contract

10. CHIEF EXECUTIVE OFFICER, GMDA'S CERTIFICATE TO BE FINAL:

Wherever in this contract provision is made for any question, arrangement, amount matter or things being settled, decided, certified or determined by the CEO, GMDA or by the Inspecting authority or officer or by the representative or being governed or controlled by or submitted to the judgment or opinion of them/him or any or them/their/his/ her assessment, decision, certificate, determination judgment or opinion shall unless otherwise stated therein be final and conclusive for all purposes and shall be binding on the Authority and the contractor notwithstanding anything contained in this contract

11. AUTHORITY AND THEIR STAFF NOT TO BE PERSONALLY LIABLE

Nothing in these presents shall be deemed to or shall impose any personal liability of the Authority or their staff.

12. PAYMENTS

Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law.

13. TAX

The rates quoted by the Contractor shall be deemed to be inclusive of the sales tax and VAT, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Owner will perform such duties in regard to the deduction of such taxes at source as per applicable law.

14. CURRENCIES

All payments will be made in Indian Rupees for Indigenous supplier and in foreign currency for foreign supplier.

15. SECURITIES

The Performance Security equal to Ten percent of the contract price shall be provided

to the owner no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Contract Data and by a scheduled commercial bank. The Performance Security shall be valid until a date 28 days from the date of expiry of Defect Liability Period.

16. TERMINATION

16.1 The Owner may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

16.2 Fundamental breaches of Contract include, but shall not be limited to, the following:

a) the Contractor delay in delivering Machine/Vessels as per schedule or as may be directed and the stoppage has not been authorized by the **CEO, GMDA or his authorized officer/Engineer.**

b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;

16.3 If the Contract is terminated, the owner may complete the balance works at the risk and cost of the contractor.

Contract Data to General Conditions of Contract

Clause Reference

1. The Owner is GMDA represented by[Cl.1(i)] **Chief Executive Officer, GMDA (CEO, GMDA)**
Address: **Bhangagarh, Guwahati-781005, Assam, India.**
2. The Engineer-in-charge is:
Designation: **Chief Engineer**, GMDA or Authorised Engineer by CEO, GMDA.
Address: GMDA, Bhangagarh, Guwahati-781005, Assam, India.[Cl.1(i)]
3. The place of delivery in Guwahati.
5. The name and identification number of the Contract is:
Machineries & Equipment (Name of the Machine.....)
7. The standard form of Performance Security acceptable to the Owner

8. Shall be an unconditional Bank Guarantee

PART - II

SPECIAL CONDITIONS OF CONTRACT

(Mixed Flow Trolley Mounted Centrifugal Machine/Vessels)

1. PERFORMANCE OF THE WORK:

The contract work shall be delivered/performed at the place or places named in the tender or at such other place or places as may be approved by the Owner.

2. SPECIFICATION:

In particular and without prejudice to the foregoing condition, when tenders are called for in accordance with the particulars, the contractor's tender to supply the **Machineries & Equipment (Name of the Machine.....)** in accordance with such particulars shall be deemed to be an admission on his part that he has acquainted himself with the details thereof and no claim shall lie against the owner on the ground that the contractor did not examine or acquaint himself with such particulars.

3. GUARANTEE FOR THE Machinery AND ANCILLERY EQUIPMENTS SUPPLIED

The contractor will be required to obtain and furnish a guarantee for the main engines and machineries fitted on the Machineries & Equipment to the effect that General spares suppliers will be in a position to supply the spare parts of the engines and Machine/Vessel and other machineries and the spares will continue to be available from the stock for a period of at least three years from the date of the receipt and commissioning.

4. CONTRACTOR TO Machineries & Equipment (Name of the Machine.....).

Subject to and in accordance with the provisions of the Contract, the Contractor shall in the best and most workmanlike manner with equipment's, spares, thing and workmanship respectively of the best kinds build, equip and test to the satisfaction of the Owner and delivery to the owner in the condition provided by this Contract, the **Machineries & Equipment** of the description/ specifications containing and supplied with all permanent and temporary fittings.

5. Replacement of defective work, material and fittings

All materials, machinery and workmanship used and employed in carrying out this Contract shall be to the entire satisfaction of the Owner or the Inspecting Officer of Owner. Any portion or portions of the material, machinery under this Contract which may be considered by the Owner or officers to be defective or unsatisfactory or not in accordance with the said specifications and the requirements of the Machineries & Equipment shall be replaced in a manner satisfactory to the Owner or the Officer at the sole expense of the Contractor. If the Authority shall find any work to be not in accordance with the contract, he shall be entitled to give the Contractor notice thereof and the Contractor shall forthwith make the defective work good or alter the same to make it comply with the requirements of the contract. Should he fail to do so within a reasonable time, the owner may reject and replace at the cost of the contractor the whole or any portion of the work as the case may be, which is defective or fails to fulfill the

requirement or the contract..

6. TEST-TRIALS

Forthwith after the completion of supplying, commissioning of the **Machineries & Equipment** in strict conformity with the Technical specifications under this contract the Machine shall undergo, in the presence of the Owner or Officer or their representative trials within Guwahati or any other places as mutually agreed upon in accordance with the provisions of the specifications and as directed by the Owner or the Officer from the owner. The said trials shall be at the sole expenses and risk of the Contractor who shall pay and discharge all costs and bear all liabilities whatever arising out of the same. The contractor shall supply operators and mechanics, fuel, P.O.L and equipment required for the trials, all at his own expenses and shall also be responsible for all risks to the Machine set complete and or to any person or property during the continuance of such trials and make good any damage which may arise in consequence thereof.

The Contractor (manufacturer of Machineries & Equipment/authorized dealer) should be able to provide sufficient numbers of trained operators to operate and handle the Machine at the cost of owner under a contract of annual O&M to be execute separately.

7. DELIVERY

(a) Preparing for delivery

After completion of satisfactory trials/testing the Contractor shall proceed to make the **Machineries & Equipment (Name of the Machine.....)** ready for the delivery at specified destination and shall there upon deliver the **Machine with the accessories** at the said specified destination and deliver the same in the charge of the representative in such suitable place and position as may be indicated to him complete with all necessary certificates/documents and in a good condition, complete with all equipments/spares in the specification mentioned.

(b) Spare Parts

A list of spares parts recommended for first 1000 hrs of operation including identification number of parts are to be given separately for conservation of owner. Should it be necessary for the Contractor to send any of the spare parts by the separate means, the contractor shall be responsible for the cost of delivery and also for the proper packing, storage and for subsequent delivery to the representative.

(c) Provision as to Trials

As soon as the Machine/Vessels shall have been re-equipped and made ready for work at the delivery site to the satisfaction of the owner it shall then undergo such trial as their representative may require to demonstrate that neither the engine, nor any other parts of the Machine have been damaged during the delivery and that all are in good working order and that the same is up to the standard required when working under local conditions. Any defect noticed during such trials shall be rectified by the Contractor to the satisfactory of the Owner or the representative

8. Defect Liability

In the event of any defect being discovered in any part of the Machine or fittings (which is not attributable to fair wear and tear of the Machine during warranty period from the date of the

delivery certificate, the Contractor shall supply to Owner or their representative at the specified destination new parts to replace any that may be proved to have been so defective.

***** X *****

TECHNICAL SPECIFICATION OF ITEM NO. 1(a) & (b) OF NIT
Machineries & Equipment

1.	GENERAL	<p>Procurement, commissioning & training of AQUATIC PLANT/WEED HARVESTER-with wide horizontal cutter bar and can cut up to 1.5-3.0m deep. It should be able to hold cut vegetation on board. Detail requisite engine power, operating dimensions, weed removal capacity, harvesting width/depth, storage capacity, power system, hydraulic system, faster, propulsion to be mentioned clearly and the machine in complete-</p> <p>Small harvester having capacity to hold, carry and transfer approx. 4-5 MT or 12-13 cubic meters of cut vegetation on board with 2-2.5 m wide horizontal cutter bar complete.</p>	<p>Procurement, commissioning & training of AQUATIC PLANT/WEED HARVESTER-with wide horizontal cutter bar and can cut up to 1.5-3.0m deep. It should be able to hold cut vegetation on board. Detail requisite engine power, operating dimensions, weed removal capacity, harvesting width/depth, storage capacity, power system, hydraulic system, faster, propulsion to be mentioned clearly and the machine in complete-</p> <p>Big harvester having capacity to hold carry and transfer 7-8 MT or 28-29 cubic meters vegetation on board with 3-3.5 m wide horizontal cutting swath complete.</p>
2.	Hull Specification & Super Structure	<p>Operating Dimensions –Length –Width –Height 12 to 13m 4.5 to 5m 2.5 to 2.75m.</p> <p>Draft Empty / Loaded <35 Cm / <55 Cm.</p> <p>Weed Removal Capacity for Weed Harvester Head Harvesting Width At least 2.0 m Harvesting Depth At least 1.5 m.</p> <p>Propulsion Type Bi-directional paddle wheels.</p> <p>Fabrication Frame & Hull Material Carbon steel Fasteners Stainless steel.</p> <p>Conveyor Belting Size 25mm X 25mm Material Galvanized Mesh</p> <p>Discharge Height From Water surface Not less than 1.25 m.</p>	<p>Operating Dimensions- Length- Width- Height 14 to 15m 5 to 5.5m 3 to 3.5m</p> <p>Draft Empty / Loaded <35 Cm / <55 Cm</p> <p>Weed Removal Capacity for Weed Harvester Head Harvesting Width At least 3 m Harvesting Depth At least 1.5 m.</p> <p>Propulsion Type Bi-directional paddle wheels.</p> <p>Fabrication Frame & Hull Material Carbon steel Fasteners Stainless steel.</p> <p>Conveyor Belting Size 25mm X 25mm Material Galvanized Mesh</p> <p>Discharge Height From Water surface Not less than 1.25 m</p>
3.	ENGINE & HYDRAULIC SYSTEM	<p>Power system Type Diesel engine Water / Air cooled Power Output Not less than 40 HP. Electric System 12 Volt</p>	<p>Power system Type Diesel engine Water/ Air cooled Power Output Not less than 80 HP. Electric System 12</p>

		DC, Electric Engine start. Hydraulic System Machine/Vessel Variable volume pressure compensated.	Volt DC, Electric Engine start. Hydraulic System Machine/Vessel Variable volume pressure compensated.
4.	PROVEN PERFORMANCE	The item Machine offered should be a current, standard model based on required proven design that has been successfully operated for a period of not less than three years. Component used to the machine should be in conformity to IS specification	The item Machine offered should be a current, standard model based on required proven design that has been successfully operated for a period of not less than three years. Component used to the machine should be in conformity to IS specification.
5.	MAINTENANCE ITEMS	All types of filter, fan belts and other items required for first 500hrs. of operation shall be supplied with the machine.	All types of filter, fan belts and other items required for first 500hrs. of operation shall be supplied with the machine.
6.	TOOLS	Set of ordinary and special tools as specified by the manufacturer with tool box to be supplied with the machine.	Set of ordinary and special tools as specified by the manufacturer with tool box to be supplied with the machine.
7.	MANUAL WARRANTY	One set of each of the following with the Machine. Maintenance manual. Operators manual. Spare parts catalogue for both Machine/Vessel & engine. The Supplier/Manufacturer/Dealer shall provide minimum one year Warranty from the date of commissioning.	One set of each of the following with the Machine. Maintenance manual. Operators manual. Spare parts catalogue for both Machine/Vessel & engine. The supplier/Manufacturer/Dealer shall provide minimum one year Warranty from the date of commissioning.
8.	TRAINING	Supplier should give free training for operation and maintenance of the machine set for minimum 7days.	Supplier should give free training for operation and maintenance of the machine set for minimum 7days.

(All above mentioned Technical specifications to be considered as approximate. Bidder may justify their specification on the strength of the given one)

TECHNICAL SPECIFICATION OF ITEM NO. 2 OF NIT
(with the necessary ancillaries)

1.	GENERAL	<p>Insulated Aerial Ladder - Hydraulic tree cutting vehicular machine Working height-13-15m, Horizontal reach-10-12m, Length (retracted)-5-6m, Rotation-360, Hydraulic pressure approx. 2000psi complete. Tree branches and hedges cutter vehicular machine with auto cutter mechanism from operating cabin is preferred.</p> <p>Auto cutter fitted with cutter at the boom end which can be adjusted and operated from vehicular cabin by the operator.</p>
2.	CUTTER	
3.	ENGINE	<p>Water- cooled diesel engine developing approximate required BHP at rated rpm and reputed company make in conformity to IS. Equipped with heavy duty radiator, water Machine/Vessel, air cleaner, cooling fan, 24 volt direct electric starting system and alternator for battery charging. Fuel tank capacity a round 100 liters.</p>
4.	PROVEN PERFORMANCE	<p>The item Aerial ladder/boom tree branches and Hedges cutter offered should be a current, standard model based on required proven design that has been successfully operated for a period of not less than three years.</p> <p>In conformity to IS specification</p>
5.	Equipment	
6.	MAINTENANCE ITEMS	<p>All types of filter, fan belts and other items required for first 500hrs. of operation shall be supplied with the machine.</p>
7.	TOOLS	<p>Set of ordinary and special tools as specified by the Manufacturer with tool box to be supplied with the machine.</p>
8.	MANUAL	<p>One set of each of the following manuals shall be Supplied with the machine.</p> <ul style="list-style-type: none"> i) Maintenance manual. ii) Operators manual. iii) Safety equipment.
9.	INITIAL SPARE PARTS	<ul style="list-style-type: none"> iv) Spare parts catalogue for both body & engine. <p>List of spare parts recommended for first 1000 hrs. of operation with</p>

10.	WARRANTY	prices valid for a period of one year shall be furnished.
11.	TRAINING	<p>The Supplier/Manufacturer/Dealer shall provide minimum one year Warranty from the date of commissioning.</p> <p>Supplier should give free training for operation and maintenance of the Machine/Vessel set for minimum 3 days</p>

(All above mentioned Technical specifications to be considered as approximate. Bidder may justify their specification on the strength of the given one)

PART-III

Manning, Operation & Maintenance of Machineries & Equipment.

PART-III CONDITIONS FOR OPERATION & MAINTENANCE:

CONTRACT FOR MANNING, OPERATION AND MAINTENANCE OF M&E (Mane of the machine.....)

A. GENERAL CONDITIONS OF CONTRACT:

1. DEFINITIONS:

In the contract, the following words & expressions shall, unless context otherwise requires, have the meaning thereby respectively assigned to them:

- (a) Contract: means the document forming the tender acceptance thereof and the formal agreement executed between the GMDA and the firm together-with documents referred to therein.
- (b) Contract sum: means the amount arrived at by multiplying the numbers shown in the schedule of quantities in ITB with the respective category rates as allowed.
- (c) Contractor: means the successful tenderer/bidder who is awarded the contract to perform the work covered under the tender documents and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the CEO, GMDA.
- (d) Authority: means the Guwahati Metropolitan Development Authority, Bhangagarh, Guwahati-781005, Assam, India and includes therein legal representatives, successors and assigns.
- (e) Day: means a calendar day beginning and ending at mid night.
- (f) C. E. O.: means Chief Executive Officer of Guwahati Metropolitan Development Authority, Bhangagarh, Guwahati-781005, Assam, India.
- (d) Engineer-In-Charge: means the Officer nominated by the Authority to sign or cause to sign the Contract Agreement on behalf of and/or the CEO, GMDA. Officer appointed by the GMDA or its duly authorized representative to direct, supervise and be In-charge of the works for the purpose of this contract.

- (e) Work Order: means a letter from the CEO, GMDA conveying the acceptance of tender/offer subject to such reservations as may have been stated therein.
- (i) Month: means the Calendar month.
- (j) Vessel: means the vessel/craft belonging to the Authority for which manning is to be provided.
- (k) Week: means seven consecutive calendar days.
- (l) Work/works: means work/works to be executed in accordance with the contract.

2. INTERPRETATIONS:

- 2.1 Words imparting the singular only shall also include the plural; he includes she and vice-versa unless this is repugnant to the context.
- 2.2 Heading and marginal notes in these conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation of construction thereof of the contract.

3. SECURITY DEPOSIT FOR PERFORMANCE:

- 3.1. The contractor will be required to furnish Performance Security for the due fulfillment of the contract for an amount of 10% of the contract value before signing of the agreement. The Security amount will be accepted in the form of crossed Demand Draft on any Nationalized Bank or Scheduled Bank of India, in favor of CEO, GMDA payable at Guwahati or in the shape of Bank guarantee. The Bank Guarantee for the Performance Security may be initially for a period of one year which is to be extended by the contractor before the expiry on yearly basis and this Performance Security will be kept valid for 90 days beyond the currency of the contract. The CEO, GMDA shall have the right to get the Bank Guarantee extended through the contractor till such time, the contractual obligations are fulfilled. In case the contractor fails to commence the operation after handing over of the vessel to him or when the contractor has defaulted for more than thirty days or when any amount is to be recovered from the contractor as penalty or deduction and the contractor fails to remit such amount even after due notice is given to him in this regard, GMDA at its own discretion encash the Performance Security Bank Guarantee.
- 3.2 The Performance Security and the Security Deposit thus collected from the contractor will be returned only after satisfactory completion of the work. The Security money shall be deposited within 15 days of award of work. Interest will not be paid on security deposit.
- 3.3 If the contractor having been called upon by the CEO, GMDA to furnish the security fails to do so within the specified period, it shall be lawful for the CEO, GMDA:

- i) To recover the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the authority.

Or

- ii) To cancel the contract or any part thereof and to carry out the work or authorize to carry out the work at the risk and cost of the contractor.

3.4 No claim shall lie against the Authority either in respect of interest or any depreciation in value of any security.

3.5 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the CEO, GMDA to forfeit either in whole or in part, the security deposit furnished by the contractor. However, if the contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, the CEO, GMDA shall refund the security deposit to the contractor after deduction of cost and expenses that the Authority may have incurred and other money including all losses and damages which the Authority is entitled to recover from the Contractor.

3.6 In case of delay in the progress of work, the CEO, GMDA shall issue to the contractor a memo in writing pointing out the delay in progress and calling upon the contractor to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the CEO, GMDA is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/or get the measures for rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor.

3.7 All compensation or other sums of money payable by the contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from the interest arising there from or from any sums which may be due or may become due to the contractor by the Authority on any account whatsoever. Also in the event of the contractor's security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days of receipt of notice of demand from the CEO, GMDA make good the deficit in his security deposit.

4. REFUND OF SECURITY DEPOSIT:

The security deposit less any amount due shall, on demand, be returned to the contractor or on payment of the amount of the final bill payable whichever is later, provided the CEO, GMDA is satisfied that there is no demand outstanding against the contractor.

5. CONTRACT DOCUMENTS:

- 5.1 The language in which the contract documents shall be drawn up shall be English and if the said documents are written in more than one language, the language according to which the contract is to be constructed and interpreted shall be English and designated as the 'Ruling Language'.
- 5.2 The Contractor shall be furnished free of charge two certified true copies of the contract documents.
- 5.3 One copy of the Contract Documents furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site in good order and the same shall at all reasonable time be available for inspection and use by the CEO, GMDA, his representatives or by other Inspecting officers of the Authority.
- 5.4 None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

6. DUTIES & POWERS OF CEO, GMDA'S REPRESENTATIVE:

- 6.1 The duties of the representative of the CEO, GMDA are to watch and supervise the works performed by various categories of personnel on board the machine/vessel.
- 6.2 The CEO, GMDA may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the CEO, GMDA and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the CEO, GMDA to the contractor within the terms of such delegation shall bind the contractor and the Authority as though it has been given by the CEO, GMDA.
- 6.3 If the Contractor is dissatisfied with any decision of the representative of the CEO, GMDA, he will be entitled to refer the matter to the CEO, GMDA who shall thereupon confirm, reverse or vary such decision and the decision of the CEO, GMDA in this regard shall be final and binding on the contractor.

7. FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:

If at any time after acceptance of the offer the Authority decides to abandon or reduce the scope of the works for reason whatsoever and hence does not require the whole or any part of the works to be carried out, the CEO, GMDA shall give notice in writing to that effect to the contractor and the Contractor shall have no claim to any payment of 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 could not derive in consequence of the foreclosure of the whole or part of the works.

8. TERMINATION OF CONTRACT ON DEATH:

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies or if the Contractor is a partnership concern and one of the partners dies, then, unless the CEO, GMDA is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the CEO, GMDA shall be entitled to terminate the Contract as to its incomplete part without the Authority being in anyway liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the CEO, GMDA that the legal representatives of the deceased contractor or the surviving partners of the Contractor's firm cannot carry out and complete the works under the contract shall be final and binding on the parties. In the event of such termination, the Authority shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the contract. Provided that the power of the CEO, GMDA of such termination of contract shall be without prejudice to any other right or remedy which shall have accrued or shall accrue to him under the contract.

9. CHANGE IN CONSTITUTION:

Where the contractor is partnership firm, prior approval in writing of the CEO, GMDA shall be obtained before any change is made in the constitution of the firms, where the contractor is an individual or a HINDU undivided family business concern, such approval, as aforesaid, shall like-wise be obtained before the contractor enters into any partnership firm which would have the right to carry out the work undertaken by contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention to Clause 7. Hereof and the same action will be taken and the same consequences shall ensure as provided for in the said clause - 8.

10. CONTRACTORS SUPERVISION:

10.1 The contractor shall either himself supervise the performance of various personnel or shall appoint at his own expense a person/persons as his accredited agent approved by the CEO, GMDA, if contractor has himself not sufficient knowledge or experience to be capable of receiving instruction or cannot give his full attention to the works.

10.2 If the contractor fails to appoint a suitable agent as directed by the CEO, GMDA, the CEO, GMDA shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed by the contractor and takes over the supervision of the work. For any such suspension, the contractor shall be held responsible for delay so caused to the works.

11. LAWS GOVERNING THE CONTRACT:

The Courts at Guwahati only shall have the jurisdiction for filing the award of the arbitration and for any other judicial proceedings.

12. LABOUR:

- 12.1 The contractor should obtain valid license under contract labour Act 1970, immediately after receiving the work order.
- 12.2(a)The contractor shall provide personnel in required numbers for operation and maintenance of M&E (Name of the Machine.....) to the satisfaction of the CEO, GMDA. The Contractor shall not employ in connection with the works any person who has not completed eighteen years of age, the minimum age specified in Indian Labour Law.
- (b) If any foreigner is employed by the contractor to work within the site the later shall ensure that such foreigner possesses the necessary special permit issued by the civil Authorities in writing and also comply with the instructions issued therefor from time to time. In the event of any lapse in this regard on the part of such foreigner the contractor shall be personally held responsible for the lapse & Authority shall not be liable in any event.
- (c)The Contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person who has held class-I post under the Authority immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the Authority or of the CEO, GMDA as the case may be and employment as contractor for, or in connection with the execution of the public works, or as an employee of such contractor. If the contract is terminated on account of the failure of the contractor to comply with the above clause, The Authority shall be entitled to recover from him such damages as may be determined by the CEO, GMDA with due regard to the inconvenience caused to the Authority on account of such termination without prejudice to the Authority's right to proceed against such officer.
- 12.3 The contractor shall furnish and deliver fortnightly to the CEO, GMDA or his authorized representative, a distribution return of the number and description by categories of the works of people employed on the works. The contractor shall also submit on the 4th and 19th of every month for the period of second half of the preceding month and first half of the current month respectively to the CEO, GMDA or his authorized representative, a true statement in respect of the following.
- (i) Any accidents if occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them.
- 12.4 The Contractor shall pay to personnel employed by him, wages not less than wages as defined in Contract personnel (Regulation and Abolition) Act 1970 with General Rules framed there under and amendments made from time to time.
- 12.5 The Contractor shall in respect of personnel employed by him comply with or cause to be complied with the contract labour (Regulation and Abolition) Act 1970 and Rules framed there under in regard to all matters provided therein.

- 12.6 The Contractor shall comply with the provision of all the Acts, Laws, any Regulation or Bye Laws of any Local or other Statutory Authority applicable in relation to the execution of works. Such as:
- i) Payment of wages Act.1936 (Amended)
 - ii) Minimum wages Act. 1948 (Amended)
 - iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
 - iv) Workmen Compensation Act. 1923 as amended by Amendment Act No. 65 of 1976.
 - v) Employer's Liability Act 1938 (Amended)
 - vi) The Industrial Employment (Standing orders) Act.1946 (Amended).
 - vii) The Industrial Disputes Act. 1947 (Amended)
 - viii) Payment of bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
 - ix) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made there under from time to time. The Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.
 - (x) and all other applicable laws of the land.
- 12.7 The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all personnel employed by him for the execution of the contract, in accordance with the provision of "the Employees State insurance Act 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of personnel employed and the contribution payable the CEO, GMDA shall recover from the running bills of the contribution an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.
- 12.8 The CEO, GMDA shall on a report having been made by an inspecting officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the contractor any sum required or estimated to be required for making good the loss suffered by worker(s) by reason of non-fulfillment of the conditions of the Contract for the benefit of Workers, nonpayment of wages or of deduction made from him for wages which are not justified by the terms of the contract or non- observance of the said Act and Rules framed there under with amendments made from time to time.
- 12.9 The Contractor shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-12 above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the contractor's failure to comply with the provisions of all the Act/Laws stipulated in Clause-12 or in the event of decree or award or order against the contractor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Act/Law/Rules mentioned in Sub-Clause-12 above , the CEO, GMDA without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the contractor or from his security deposit or from other payment due under this contract or any other contract to satisfy within a

reasonable time the provisions of the various Act/Laws/Rules/Codes as mentioned under Clause-12 above, on the part of the contractor under the contract on behalf of and at the expenses of the contractor and make payment and /or provide amenities/facilities/services accordingly. In this regard, the decision of the CEO, GMDA shall be conclusive and binding on the contractor.

- 12.10 In the event or the Contractor committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 12.5 above, the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.500/- (Rs. Five hundred only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the CEO, GMDA. The decision of the CEO, GMDA in this respect shall be final & binding.
- 12.11 The Contractor shall at his own expenses Comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed thereunder or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the contractor fails to make arrangements as aforesaid, the CEO, GMDA shall be entitled to do so and recover the cost thereof from the contractor.
- 12.12 The Contractor shall at his own expense arrange for the safety or as required by the CEO, GMDA, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the CEO, GMDA shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the contractor of his responsibility or otherwise thereof.
- 12.13 In the event of any injury, disability or death of any workmen in or about the work employed by the contractor either directly or through his sub-contractor, contractor shall at all-time indemnify and save harmless the Authority against all claims, damages and compensation under the Workmen Compensation Act. 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the contractor for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the CEO, GMDA from any sum then due or that may become due to the contractor or from his security deposit or sale thereof in full or part

under the contract or any other contract with the Authority towards fulfillment of the said decree, award or orders.

- 12.14 Provided always that the contractor shall have no right to claim payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulation.

13. PAYMENT ON ACCOUNT:

- 13.1 Interim bills shall be submitted by the contractor monthly on or before the date fixed by the CEO, GMDA for the items of work completed. The CEO, GMDA shall then arrange to have the bills verified with reference to the attendance recorded in the attendance register.
- 13.2 Payment on account for amount admissible shall be made by the CEO, GMDA certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amount already paid, the security deposit and such other amounts as may be withheld, deductible or recoverable in terms of the contract.
- 13.3 Payment of the contractor's bills shall be made by the Authority only in Indian Rupees within 15 days from the date of submission of the bill subject to the acceptance of the CEO, GMDA.
- 13.4 Payments due to the contractor shall be made by crossed cheque or RTGS mode by the CEO, GMDA or his authorized representative. The option for payment by RTGS mode shall be as per request of the contractor on production of format/declaration as per CVC guidelines. Such cheques shall be issued direct to the contractor on furnishing a stamped receipt for the amount of the cheque or to his constituted attorney duly authorised to receive such payments from the CEO, GMDA.
- 13.5 Any interim certificate given relating to work done may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate(s) of the CEO, GMDA supporting an interim payment shall itself be conclusive evidence that any work to which it relates are in accordance with the same.
- 13.6 Should there be a request for extension of date of completion, pending its consideration interim payments shall continue to be made as provided herein.
- 13.7 TDS at the applicable rates shall be deducted at source from any payment made to the contractor against this contract.

14. OVER PAYMENTS AND UNDER PAYMENTS:

- 14.1 Whenever any claim whatsoever for the payments of a sum of money to the Authority arises out of or under this contract against the contractor, the same may be deducted by the Authority from any sum then due or which at anytime thereafter may become due to the contractor under this contract and failing that under any other contract with the Authority or from any other sum whatsoever due

to the contractor from the Authority or from the Authority or from his security deposit, or he shall pay the claim on demand.

- 14.2 The Authority reserves the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The authority further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under Clause-15 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 14.3 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the contractor or alleged to have been done by him under contract, it shall be recovered by the Authority from the contractor by any or all of the methods prescribed above, and if any under payment is discovered, the amount shall be duly paid to the contractor by the Authority.
- 14.4 Provided that the aforesaid right of the Authority to adjust over-payment against amount due to the contractor under any other contract with the Authority shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the contractor.
- 14.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the CEO, GMDA or Authority against any claim of the Authority or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the CEO, GMDA or Authority or with such other person or persons. The sum of money so withheld or retained under this clause by the CEO, GMDA or Authority will be kept withheld or retained as such by the CEO, GMDA or Authority or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause under the Clause-15 or by the competent court hereinafter provided, as the case may be, and the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause.

15. ARBITRATION:

- 15.1 Except as otherwise provided herein before, all questions, disputes or difference in respect of which the decision has not been final and conclusive arising between the Contractor and the Authority in relating to or in connection with contract shall be referred for arbitration in the manner provided as under and to the sole arbitrator appointed as follows:
- (i) Either of the parties may give to the other notices in writing of the existence of such question dispute or difference.

- (ii) Within thirty (30) days of receipt of such notice from either party the CEO, GMDA or engineer-in-charge of work at the time of such dispute shall send to the Contractor panel of three persons and there after the Contractor within fifteen(15) days of receipt of such panel communicate to the CEO, GMDA the name of one of the persons from such panel and such a person shall then be appointed as sole arbitrator by the CEO, GMDA. However, the arbitrator so appointed shall not be an officer or the employee of GMDA.
 - (iii) Provided that if the Contractor fails to communicate the selection of a name out of the panel so forwarded to him by the CEO, GMDA then after the expiry of the aforesaid stipulated period the CEO, GMDA, shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.
- 15.2 The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the CEO, GMDA shall appoint another person to act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.
- 15.3 The award of the Arbitrator shall be final and binding. The Arbitrator shall decide in what proportion the Arbitrator's fees, as well as the cost of Arbitration proceeding shall be borne by either party.
- 15.4 The Arbitrator with the consent of the parties can enlarge the time, from, time to time to make and publish his award.
- 15.5 A notice of the existence in question, dispute or difference in connection with the contract unless served by either party within 30 days of the expiry of the defects liability period, failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.
- 15.6 The Arbitrator shall give reasons for the award if the amount of claim in dispute is Rs.50,000.00 and above.
- 15.7 The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Authority shall be withheld on account of such proceedings except to the extent, which may be in dispute.
- 15.8 The arbitration and conciliation Act 1996 with any statutory modifications or re-enactment thereof and the rules made there under and being in force shall apply to the Arbitration proceedings under this clause.
- 15.9 The Venue of the arbitration proceeding shall be at Guwahati, Assam. It is further to clarify that both parties to this agreement hereby undertake not to have recourse to Civil Court to settle any of their dispute whatsoever, arising out of this agreement except through arbitration.

16. SCOPE OF WORK:

To man, maintain & operate M&E (Name of the machine.....):

The contractor shall deploy the required manpower for the smooth and effective operation of the Machine/Vessel for the work mentioned in the ITB. All the function of the Machine/Vessel with the attachment are to be operated, which may involve i) removal of weeds ii) cleaning of water bodies etc. Further the contractor shall be responsible for:

- i) Providing 8 hours of services per day except the gazetted holidays, Sunday for work as per the direction of GMDA authority.
- ii) Arrange and assist for dumping the spoil at a place as directed by GMDA authority.
- iii) Shall be responsible for arranging all the necessary periodical services of the engine and hydraulic systems as per the standard practice and recommendation of manufacturer of the Machine/Vessel.
- iv) GMDA may be responsible for major repair and overhauling of the engine other than under guarantee obligation.
- v) The contractor shall not be liable in any manner whatsoever in the event of being prevented or delayed in the performance of any of his obligations under this agreement due to conditions constituting force majeure, which shall include but not limited to strikes, lockouts, concerted action of workman, breakdown of communications, curfews, hartal, Act of God like Earthquakes, cyclones, fire, flood, tsunami, heavy rain, heavy wind, snow falls, heavy cold etc.
- vi) GMDA may extend the assistance and co-operation for smooth operation by providing dumping site, suitable dumb/hopper barge, excavator, tripper/dumper etc. In case of any dumping related dispute with local Inhabitant/Authority, GMDA may provide necessary assistance in this regard for amicable settlement.
- vii) The contractor shall also provide suitable training to GMDA authorised staff/crew on the operation and maintenance of the Machine/Vessel during the contract period.
- viii) In order to carry out operation, the GMDA may provide experienced labourer for handling the allied works, making bunds etc. The same labourer may be utilized for clearing the weeds, their transportation etc.
- ix) The contractor shall make arrangement for providing first medical aid service as appropriate in case of injury to their operators, service Engineers and other staffs/worker.

17. DURATION:

This contract is for a period of one year. The contract will come into force on the day of signing of agreement.

18. DUTIES & RESPONSIBILITIES OF THE CONTRACTOR:

- 18.1 **MANNING** – The contractor has to ensure for operating the Machine/Vessel by qualified/trained, personnel with adequate experience in the relevant field. The Masters/Drivers as per the statutory requirement of Inland Vessels Act, 1917 (1 of 1917) may be deployed, if required. The Project Engineer shall be overall in-charge of the Machine/Vessel for its operation, maintenance and running repairs. He shall carry out the operation as per the directives of the CEO, GMDA or his authorized Engineer In-charge (E-I-C) or his representative.

When the Machine/Vessel is berthed or moored the safety of the Machine/Vessel is to be ensured by GMDA. Food & other facilities as per labour and Marine Law for the Crew shall be arranged by the Contractor.

19. MINIMUM CONSOLIDATED EMOLUMENTS INCLUDING STATUTORY ALLOWANCES:

The contractor has to ensure that minimum remuneration as indicated in the schedules for various categories of personnel are paid to the individuals. All the statutory allowances such as PF, ESI, Bonus, Group Insurance are to be provided to each person as prevailing, and accordingly the contractor has to ensure for opening the account and deposit to the concerned organization as per the procedure in this regard.

20. SERVICE TAX:

The service tax as applicable shall be reimbursed on production of the original receipt/documents and the submission of same by the contractor.

21. HANDING OVER OF VESSELS:

- 21.1 Handing Over & Taking Over Note:

The Machine/Vessel will be formally handed over to the contractor on signing the Agreement. The contractor shall be responsible for safety and working readiness of the Machine/Vessel and their parts & fittings till such time when the Machine/Vessel is handed over back to GMDA. GMDA's acceptance signed by the authorized officer only shall relieve the contractor of his responsibility. One detail handing over and taking over note of the Machine/Vessel to be prepared and signed by the contractor and EIC which shall form the part of the contract. The handing over and taking over note shall include the machinery details fitted on board, condition of hull, detail inventory including deck outfit, tools and spare parts. On expiry of the contract period or termination or otherwise, the Machine/Vessel shall be returned to GMDA as per the handing over and taking over note except the consumables which have been consumed over the contract period. The condition of the hull and machinery are to be checked and ensured that no substantial damages have been sustained while returning the Machine/Vessel to GMDA.

- 21.2 General Upkeep & Maintenance:

General upkeep, maintenance of the Machine/Vessel will be contractor's responsibility. This includes normal routine maintenance and cleanliness of the Machine/Vessel, proper mooring and berthing, minor repair work so as to keep the Machine/Vessel ready and fit for operation. The nature of repairs will be assessed as minor or major depending on the criteria fixed for that purpose.

22. REPAIR & MAINTENANCE UNDER GUARANTEE OBLIGATION:

The contractor being the agent of manufacturer/supplier shall be responsible for making liaison with the Machine/Vessel manufacturer for attending to the repair & maintenance of the Machine/Vessel under guarantee obligation without additional cost towards labour and spare parts.

23. CONSUMABLES AND STORES:

All running stores, consumables and miscellaneous items including bulbs, fuses, cotton rags, waste cotton, soap, distilled water etc. will have to be provided by the contractor.

24. FUEL AND LUBRICANTS:

Fuel (HSD), grease, lubricants and battery for Main Engine, Gear Box, Hydraulic Oil etc. shall be arranged and provided by GMDA on board the Machine/Vessel at regular intervals. The replenishments shall be so arranged that it does not affect the normal operation of the Machine/Vessel. One suitable method for keeping the record of POL supplied and consumed shall be made by the contractor and same shall be verified and certified by EIC.

25. OPERATION:

The Machine/Vessel shall be under the operational control of CEO, GMDA or his authorized representative and contractor shall be bound to carry out all legal and feasible operation ordered by the CEO, GMDA or his authorized officer.

26. INSURANCE:

For the purpose of insurance the cost of the Machine/Vessel is to be taken as indicated below:

- (a) The Machine/Vessel including hull, machinery and third party insurance.
- (b) Insurance for the Crew deployed by the Contractor.

The insurance for item (a) has to be arranged by GMDA and for (b) it will be the responsibility of the contractor. The documentary proof of all the above insurances will have to be submitted to GMDA by the Contractor prior to commencement of operation.

27. LAW OF THE LAND:

All relevant rules and regulations regarding Trade Union, Labour, Marine and Pollution Control have to be complied by the Contractor at his own cost. GMDA shall be at liberty to deduct appropriate amount from the bills of the contractor in case the contractor fails to comply with the relevant rules, and regulations and the consequential damages which may have to be suffered by GMDA.

28. PAYMENT:

The contractor will be paid on monthly basis. He has to submit his bill/invoice for a month within 8th day of the next month along with the log book extract and bills of major repair if any duly certified by the authorized officer, the proof of the payment of emoluments as

agreed from year to year basis. All the authentic and correct bills will be processed for paid within 15 days from the date of submission. The billing shall be made by operating hours based on rates quoted for each category of personnel present on board the dredger as per Attendance Register.

29. OWNERSHIP:

Handing over of the Machine/Vessel for operation & maintenance does not imply any transfer of ownership. GMDA will remain the rightful owner of the Machine/Vessel in all respects.

In case of any damage to any of GMDA's assets including the Machine/Vessel due to improper handling/mishandling of the Machine/Vessel by the contractor or his crew, then the same shall be repaired/renewed to pre-damage status by the contractor forthwith. In case such damages are not repaired/renewed by the contractor then concerned field officer or EIC shall have the right to get the same done by whatever means found appropriate and the costs of the same shall be recovered from the contractor.

30. TERMINATION:

GMDA reserve the right to terminate the contract any time before expiry by issue of one month's written notice to the contractor. For such foreclosure no compensation for reduction in scope shall be payable to the contractor. Similarly, if the contractor wants to withdraw or foreclose the contract he shall have to give three months' notice failing which it will result in forfeiture of the security deposit. Any loss or damage suffered by GMDA due to such foreclosure of the contract by the contractor will be deducted from the security deposit and performance security and from any balance amount payable to the contractor from this contract or any other contract.

---X-X-X-X---

AGREEMENT FORM

(For Contract Management of Vessels)

AGREEMENT BETWEEN

GMDA

AND

CONTRACTOR

This agreement made on this day of Two thousand fourteen between the Guwahati Metropolitan Development Authority, Bhangagarh, Guwahati-781005, Assam, India (hereinafter called the "GMDA" which expression shall unless excluded by or repugnant to the context be deemed to include their successor in office) on the one part and Contractor which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns or successor in office on the other part.

WHEREAS GMDA is desirous of giving one Machine/Vessel for a period of one year in the various stretches of water bodies and channels of Guwahati city for deploying the same Machine/Vessel effectively for development of the channels and water bodies to address urban flooding and to maintain the targeted depth to be developed/maintained.

WHEREAS THE CONTRACTOR has agreed to undertake to man, operate and maintain the Machine/Vesselon terms and conditions herein after set forth.

NOW THEREFORE THESE PRESENTS WITNESS and it is hereby agreed, declared by and between the parties hereto as follows:

- A. (a) The contractor shall undertake to man, operate and maintain Machine/Vesselon the basis of the work of initially for a period of one year. The competent and experienced personnel will be engaged by the contractor on the Machine/Vessel.
- (b) The contractor shall be responsible for remuneration, medical benefits, insurance, traveling expenses and other statutory dues towards the men engaged by him for the above work.
- (c) GMDA shall pay monthly bills within 8 days of presenting the same by the Contractor based on Machine/Vessel logbook, deployment/attendance of their manpower during previous month, duly signed by the supervising official of GMDA.
- (d) Normal working hours shall be 8 hrs. per day for 6 days a week. The manpower supplied shall be having closed holidays (Sunday and Gazetted) other than on exceptional grounds arising for the safety of the Machine/Vessel.

- (e) The contractor shall provide the personnel with working uniforms, safety accessories like boots, helmets, bedding and winter clothing etc., and GMDA shall not be liable to supply any such items except statutory LSA/FFA on board Machine/Vessel.
- (f) The contractor shall indemnify GMDA against any loss of life/injuries to their personnel arising out of their negligence or natural causes.
- (g) The personnel shall be deployed under overall control of the Contractor. However Project Engineer/Site In-charge shall report to CEO, GMDA for the proper operation and utilization of the Machine/Vessel.
- (h) The contractor shall remove any person if he is found unsuitable by the Engineer/Supervisor/Site In-charge of work and replace him with a suitable substitute within 10 days of written intimation in that regard by the Director.
- (i) Engagement on GMDA Machine/Vessel shall not confer any right on any individual for preference in employment in GMDA or for his continuation in subsequent years.
- (j) No advance payment shall be admissible. Running account bill shall be payable monthly on submission of the bill by the party duly certified by the site in-charge.
- (k) GMDA reserve the right to terminate the contract of contract management of the Machine/Vessel any time before expiry of one year by issue of one month's written notice to the contractor. For such foreclosure, no compensation for reduction in scope shall be payable to the contractor. Similarly if the contractor wants to withdraw or foreclose the contract he shall have to give three months' notice failing which it will result in forfeiture of the security deposit. Any loss or damage suffered by GMDA due to such foreclosure of the contract by the contractor will be deducted from the security deposit and performance security and from any balance amount payable to the contractor from any other contract.
- (l) Any loss incurred by GMDA due to the damage to the Machine/Vessel which is solely attributable to the negligence of the contractor's personnel or causes which are under the control of the contractor will be deducted from the payment due to the contractor.

B. **Remuneration:** As per work order

C. **Arbitration:** As per tender Clause

D. Details of Correspondence and documents being part of this agreement.

a)

b)

In WITNESS whereof the GMDA has causedon its behalf to hereunto set his hand and the Contractor has hereunto set his hand and the Company has caused its common seal to be affixed hereunto the day and year first above written.

Witnesses, GMDA

1)

2)

.....

And this deed was duly executed by Shri.....for the Contractor above named in the presence of

Witnesses of Contractor

1).