

BERHAMPUR MUNICIPAL CORPORATION

BERHAMPUR, ODISHA - 760002

Ref No.8242

Date: 04.06.18



TENDER DOCUMENT

Name of work:	Removal of floating waste and solid waste materials with floating Trash Skimmer machine at 37 nos. of ponds in Berhampur and yearly maintenance.
Mode of Tender:	Open Tender
Period of bid submission:	05.06.2018 to 25.06.2018
Last Date of Receipt of Bid through Regd/Post or Speed Post:	26.06.2018 till 17.00 HRS
Date of Opening of Technical Bid:	27.06.2018 at 11.30 HRS
Opening of Financial Bid	To be intimated to the Technically qualified bidders

Berhampur Municipal Corporation

Berhampur – Odisha

PIN – 760002

Contact – 0680-2250290

1.0 INTRODUCTION

Berhampur Municipal Corporation invites bids for “Cleanliness of the ponds” under single stage two part system (Part-I: Techno-commercial Part & Part – II: Price part) from competent agencies meeting the Bidder’s Qualification Criteria (BQC) as stated under para 5.0 below.

The bidding documents comprises of 2 Volumes (Vol-I: Bid Document, Vol-II: Scope of Works).

2.0 BRIEF SCOPE OF WORK

Tender for pond surface cleaning works is for 37 nos. of ponds in Berhampur.

- Collection of all kinds of floating matter in the pond by employing motorized machine/equipment and disposal of the same to a specified location as provide by the BeMC.
- Deployment of manpower for operation & maintenance of machines and also for collection of floating waste manually where mechanized equipment are not maneuverable and on banks of the tank.
- Coordination & Liaisoning with authorities for identification of designated locations, for disposal of collected waste. Further disposal of collected waste from designated locations to municipal dumping ground shall be carried out by the agency.
- All operation and maintenance activities required for collection and disposal of floating waste collected from tank surface.
- Deployment of Trash Booms for arresting the floating matter, without arresting the movement of the boats, wherever applicable.
- The agency should ensure round the year cleanliness of the ponds, ensuing cleaning of each pond at least thrice a year.
- The agency will be responsible for transport of the machine from one pond to another.

3.0 TIME PERIOD

Equipment shall be deployed at respective location within 30 days from the date of issue of Letter of Acceptance (LOA).

4.0 BIDDER'S QUALIFICATION CRITERIA (BQC)

Bidder shall fulfill the following Bidder's Qualification Criteria in order to qualify for subject work.

4.1 TECHNICAL CRITERIA:

The Bidder shall meet the following qualification criteria for technical bid evaluation irrespective of Part quoted by Bidder.

- I. The Bidder shall be an Owner of at least 1 number machine/equipment or shall have Supplied/Leased-out at least 1 number of machine/equipment. The equipment/machine shall be Floating Trash collector or Floating Trash Skimmer, or machine having capacity to Clean 6 ton trash per day.

OR

The Bidder shall have a Memorandum of Understanding (MoU) with Original Equipment Manufacturer (OEM) stating that OEM is capable of supplying offered machine/equipment within a period of 1 months from the date of issue of Letter/Fax of Intent.

- II. The Bidder shall have a cumulative 4 months of Operation & Maintenance experience in the last 10 years in cleaning of water body using mechanized cleaning system.

4.1.1 BID COST/ EMD/ DOCUMENTATION REQUIRED WITH BID:

The Bidder shall submit the following documents/certificates as applicable:

- a. Bid Cost of Rs. 11200/- (including GST) in shape of DD in favour of Commissioner, Berhampur Municipal Corporation payable at Berhampur
- b. EMD of Rs. 3,00,000/- (Rupees three lakhs) in shape of Term Deposit pledged to Commissioner, Berhampur Municipal Corporation as Bid Security.
- c. Without Bid Cost and EMD the bid shall be rejected.
- d. After AOC the bidder should deposit 2% of the total contract value as Performance Security in shape of Bank guarantee.
- e. Ownership/ Registration Certificate of the machine/equipment of Purchase Order of the supplied/leased-out of machine/equipment.
- f. Copy of MoU with OEM as mentioned in Clause 4.1. I, above and Letter from OEM for supply of equipment/machine to Bidder, within 1 months from the date of issue of Letter/Fax of Intent.

- g. Copy of work Order and Completion Certificate indicating the Bidder's O&M experience as per Clause 4.1 II above.

4.1.1 FINANCIAL CRITERIA:

4.2.1 Annual Turnover

The minimum Annual turnover of the bidder for the work as per the audited annual financial results, in at least one of the immediate preceding three financial years as on the Bid Due Date shall be atleast Rs. 3,00,00,000/- (Rupees Three Crores).

4.2.2 Net Worth

The net worth of the bidder for various parts as per the immediate preceding year's audited financial results should be as atleast R. 1,00,00,000/-(Rupees one crore).

4.2.3 Working Capital

Bidder should have minimum working capital of Rs. 1 Crore as per the immediate preceding year's audited financial results.

In case Bidder is unable to meet the working capital requirement as above, the Bidder can supplement the working capital with a line of credit from any scheduled bank in India. In such a case, Bidder shall furnish a declaration from the bank for availability of line of credit as mentioned above for the work.

Terms & Condition of Contract

Note: Grace of period of up to 3 days shall be allowed for making the machine operational at respective location. However, payment shall be effective since communication of operational of the machine.

5.1 Penalty / Price Reduction for Non Deployment (beyond Scheduled Deployment)

5.1.1 Penalty/Price reduction at the rate of Rs. 10,000/-(Rupees Ten Thousand Only) shall be applicable per day/machine for delay in deployment and making operational beyond the deployment date plus 3 days grace period (effective period of delay shall be calculated beyond making the machine operational).

5.1.2 Payments shall be effective since commencement of operation of the machine and the above mentioned Penalty/Price Reduction shall be applicable separately.

5.1.3 Penalty/Price Reduction shall be applicable up to 15 days of delay beyond the Grace Period beyond which the deployment of respective machine shall be canceled/terminated.

5.2 Extension of Contract

The Contractor expressly agree and undertakes that upon expiry of original period of the Contract, OWNER shall have the right to extent the contract on same rates, terms and conditions for such further period (as OWNER in its sole discretion deems fit) as mentioned in the Invitation for Bids (IFB) (from the date of expiry), in which case, the Contractor agree to be bound by said extension by OWNER. It is further clarified that any such extension shall be done only at the option of OWNER and the Contractor shall have no right to claim/demand any extension.

6. COMPLETION

Upon the expiry of the Contract Period (or Extended Contract Period, as applicable) and Within 30(thirty) Working Days of receipt of a notification from the Contractor along with all the final document as per the instruction of Engineer-in-charge, and subject to there being no outstanding obligation of the Contractor to rectify the defects notified during such period. The Contractor shall not be considered to have been completed until monthly Completion Certificates has been signed by City Engineer and delivered to that to the Contractor, stating the date on which the Contractor has completed its obligations under the Contract. Only the Monthly Completion Certificates shall be deemed to constitute Approval of the Works by CONSULATANT/OWNER.

7. CONTRACT PRICE

In consideration of the full and complete discharge of the Contractor's obligation under the Contract, CONSULTANT/OWNER shall pay to the Contractor the Contract price at the time and in the manner set forth in the Payment Schedule, subject to such deduction and adjustment as may be permissible under the Contract.

8. TAXES, DUTIES AND LEVIES

9.1 All taxes and duties including Works Contract tax, Excise duty, VAT, Sales tax, Custom duty, Octroi, entry tax, Education cess and other levies payable by the Contractor under

the Contract, or for any other cause, shall be included in the prices as per Schedule of Rates except Service Tax including Swachh Bharat Cess.

- 9.2 After award of work, Service Tax, if applicable, including Swachh Bharat Cess shall be paid by Owner to the Contractor at the applicable rate, against invoices issued in accordance with the provisions of the Service Tax Rules which state that the each invoice shall be serially numbered and shall contain the following details-
- i. The name, address and service tax registration of the person;
 - ii. The name, address of the person receiving the taxable service;
 - iii. The description, classification and value of taxable service provide or to be provided;
 - iv. The service tax payable there on.
- 9.3 The Service Tax amount including Swachh Bharat Cess shall include both, namely, (i) the amount of Service Tax including Swachh Bharat Cess payable by the bidder and reimbursable by Owner (ii) the amount of Service Tax including Swachh Bharat Cess, if any, directly payable by CONSULTANT / Owner, as applicable to recipient of service, as per the reverse charge rule of Service Tax.
- 9.4 It is for the Bidder to assess and ascertain the rate of above taxes & duties applicable on quoted items. It is clearly understood that Owner will not have any additional liability towards payment of above taxes & duties which are based on Bidder's wrong assessment / interpretation of applicability of said taxes & duties.
- 9.5 Any new taxes/ duties/ cess/ levies notified/ imposed after the submission of last/ final price bid but before the contractual date of completion of work shall be to Owner's account.
- 9.6 Owner shall make from Contractor's bills such tax deductions as are required as per rules and regulations in force from time to time.
- 9.7 No variations, Statutory or otherwise shall be payable by Owner to the Contractor on taxes and duties except Service Tax including Swachh Bharat Cess during the contract period will be on Owner's account against documentary evidence.
- 9.8 Unless otherwise provided for in the contract, the contractor shall be solely liable for the payment of -

- (a) All Taxes imposed and assessments made in relation to the contractor's Equipment and the Works (including any Taxes applicable to the works performed by subcontractors) which are payable in India;
- (b) All contributions payable under Applicable Laws, awards or pursuant to any contract with an industrial or trade union or other association of employee; or otherwise with respect or ascertained by reference to the wages, salaries or other compensation paid to the employees of the contractor or any subcontractor in respect of the works, including Taxes or contributions for workers' compensation, unemployment or sickness benefit, old age benefit, welfare funds, pensions and disability insurance;
- (c) All harbor dues, pilotage fees, port fees, wharf fees, unloading costs incurred in India in respect of any imported Contractor's Equipment;
- (d) All direct Taxes, including income tax, profession tax and wealth tax for which the contractor is the responsible party.

10. INCOME TAX, CORPORATE TAX, GST, ON WORKS CONTRACT

- 10.1 Income Tax deductions at source shall be made from all payment made to the contractor as per the rule and regulations in force in accordance with the Income Tax Act prevailing from time to time.
- 10.2 Contractor shall pay GST on all the purchases made by him for fulfilling his obligations under this contract and this should be included in the price quoted by him. Any variations to the same including statutory variations to the same shall be to contractor's account.

11. PAYMENT TO THE CONTRACTOR

- 11.1 Basis and terms of payment for making "On Account Payment" shall be as set out in **Annexure-1 to condition of contract (Terms of payment). All payments will be made through EFT.**
- 11.2 Final Payments
 - 11.2.1 Within 15 (fifteen) days after receipt of the monthly completion certificate, the contractor must submit a payment claim and endorse it as the final bill ("Final Bill") The Contractor must include in that claim.

- (a). Statement for the Contract Price, summarizing and reconciling all previous payments made by CONSULTANT/OWNER and adjustment in the Contract price and;
- (b). any further sums which the Contractor consideration to be due to it under the Contract.

11.2.2 No interim payment by CONSULTANT / OWNER constitutes acceptance by CONSULTANT / OWNER of the Works or any part thereof, or releases the Contractor from any of its obligations or liabilities under the Contract.

11.2.3 Payment of the amount mentioned in the Final Bill by CONSULTANT / OWNER shall not mean release of the Contractor from all of its liabilities under the Contract. The Contractor Shall be liable to fulfill and discharge all his liabilities and responsibilities under the Contract until the issuance of the Final Completion Certificate and release of the Contract Performance Bank Guarantee (whichever is later).

Progressive payments shall be released to the Contractor against monthly running account bills duly certified by Engineer-in-charge after affecting the necessary deductions / recovery, if any. The basis for payments for the subjects work shall be as follows:-

- 95% on completion of service/work as certified in monthly progress bill.
- 5% on completion of all services/work in all respects including demobilization and issuance of Completion certificate.

NOTES-

- 1.0 Payments shall be made after necessary deductions on account of income tax and other deductions as per the provisions of the contract and as required under the law.
- 2.0 Payments shall be made within 30 days of receipt of bill after due verification / certification.
- 3.0 Other terms of payments, if any, may be mutually discussed and agreed upon in consultation with Owner after Award of Work.
- 4.0 All payments shall be made through EFT.

5.0 Running account Bill

The Contractor shall submit the R.A. Bill(s) in approved Performa to the Engineer-in-charge of the work giving abstract and detailed measurement for the various items executed during a month, before the expiry of first week of the succeeding months. 75% payment of the RA bill shall be released within 7 days of receipt of RA bill by Finance duly certified by Engineer-in-charge and balance as per the provision of the Conditions of Contract. The above progressive payments is subject to deduction towards income tax and other recoveries as applicable as per terms and conditions of contract.

6.0 Final Bill

The final bill shall be submitted by the Contractor within the time frame specified in the Conditions of the contract. No further claims shall be made by the Contractor after submission of the final bill complete in all respect with no claim and no dues by Contractor, no objection certificate from labour officer and other completion documents.

Sd/

Commissioner

Berhampur Municipal Corporation

PRICE BID

The Price bid should be submitted in the following format :

		Rate quoted (in Figures)	Rate quoted (in words)
Removal of floating waste and solid waste materials with floating Trash Skimmer machine at 37 nos. of ponds in Berhampur and yearly maintenance	1 st year		
	2 nd year		
	3 rd year		

(The rates should be inclusive of all Taxes)

Signature of the Bidder