

# Berhampur Municipal Corporation

## Notice Inviting Tenders

NIT No.: 4435 /2021-22

Date: 12-4-2022

Commissioner, Berhampur Municipal Corporation invites tenders in double bid two (02) cover system on **Item rate basis** from the original equipment manufacturers or their authorized dealers for **supply, testing, and commissioning of Amphibian Weed Harvester Vessel and other Attachments.**

S.#	Particulars	Tender Fee (In Rs.)	Earnest Money (In Lacs. Of Rs.)	Time of completion
1.	Supply, testing, and commissioning of Amphibian Weed Harvester vessel & other attachments, carrier trailer with Complete Comprehensive Guarantee/Warranty for 2 years  a) Amphibian Machine  b) Carrier Trailer  c) Rake Collector  (Floating Weed Collector)  d) Submerged Cutter  (Horizontal & Vertical Cutter)  e) Cutter with collector			
2.	Operation Charges for first six months during Comprehensive Warranty period including manpower (Except Fuel)			
3.	Extended Complete comprehensive Guarantee/Warranty and maintenance of Amphibian machine, attachments, carrier trailer for 4 years after expiry of 2 years			
4.	Annual Maintenance Contract Charges for four(4) years after expiry of first(2 year) Operation period			

The NIT consisting of qualifying information, eligibility criteria, specifications, bill of quantities (BOQ), set of terms and conditions of contract and other details can be viewed/downloaded/ from the website of [www.berhampur.gov.in](http://www.berhampur.gov.in) as per the schedule given below:

01.	Date of Publication / downloading of tender Notice.	13.04.2022
02.	Last date of down loading of bidding documents.	02.05.2022
03.	Pre-bid meeting	25.04.2022 at 4.00 PM, in the Office of Commissioner, Berhampur Municipal Corporation
04.	Bid submission start date	13.04.2022, 10:00AM

06.	Last Date for receiving hard copies of along with original Tender fee, Earnest money deposit and other required documents.	05.05.2022 by 05:00 PM In the office of Commissioner, Berhampur Municipal Corporation
07.	Date and time of opening of bids (Prequalification/Technical).	06.05.2022 at 11:00 AM, in the Office of Commissioner, Berhampur Municipal Corporation
08.	Opening of Financial Bid	To be intimated to the Technically qualifying bidder.
09.	Tender Inviting Authority.	Commissioner, Berhampur Municipal Corporation
10.	Tender opening/receiving authority.	Commissioner, Berhampur Municipal Corporation
11.	Earnest Money Deposit (EMD) in form of CDR/ FDR/BG/DD	Rs. 6,00,000/- (Rupees Six Lakhs) pledged in favour of Commissioner, Berhampur Municipal Corporation
12.	Tender fee in the shape of DD	Rs. 11200/- (Rupees Eleven Thousand Two Hundred) in favour of Commissioner, Berhampur Municipal Corporation

**Cover-I shall contain:**

- i. Earnest Money Deposit of Rs. 6,00,000/- (Rupees Six Lakhs) in the shape of CDR/FDR/BG/DD from any Nationalized/Scheduled Bank pledged to the Commissioner, Berhampur Municipal Corporation, Berhampur.
- ii. Cost of Tender document Rs. 11200/- (Rupees Eleven Thousand Two Hundred) in the shape of Demand Draft in favour of the Commissioner, Berhampur Municipal Corporation.
- iii. Documents pertaining to prequalification of the bidder viz latest GST Clearance Certificate from Commercial Sales Tax Department, PAN/TAN, Dealership certificate, Authorization letter of OEM.
- iv. Bidder or their principles shall have experience with successful completion of supply of similar lake cleaning equipment to the value not less than 50% of tender value of the work in last five financial years anywhere in Indian Govt./Semi Govt. or Public/Private Sector undertakings. The Bidder shall also submit the client list and performance certificate from the end users.
- v. The bidder shall submit Certificates of Operation of similar type of machines during the past 3 years (Three Years) with the proof of satisfactory performance from the clients.
- vi. Scanned copies of duly accepted/filled Annexure "A" "B" and "C".
- vii. Brochures / complete specifications of the machinery equipment quoted for.

Cover-II shall contain:

i. The Price Bid (BoQ)

Both the Cover (I & II) must be kept in a bigger Envelop superscribing "Supply, testing, and commissioning of Amphibian Weed Harvester Vessel and other Attachments".

## Instruction to bidders

- i. The prices shall be inclusive of all taxes (direct or indirect), levis, duties, freight, insurance, etc. FOR Berhampur, Odisha and shall include all charges and incidentals for successful commissioning. However custom and state entry tax shall be paid extra to the firm as per actual against documentary proof. The price quoted shall be separately for machine, each attachment, Carrier Trailer with Complete Comprehensive warrantee/Guarantee of two years, Operation for first Six months, Extended Complete Comprehensive warranty/Guarantee for four years or Annual Maintenance Contract for four (4) years after completion of first two years.
- ii. The Price Bid for the work shall remain valid for a period of 180 days from the date of opening of bid.
- iii. The earnest money shall be forfeited in case any bidder withdraws during the period of bid validity or the firm/contractor fails to execute the agreement after fixation of the Contract.
- iv. Bidders are advised to download the bid document from the website of [www.berhampur.gov.in](http://www.berhampur.gov.in).
- v. All the documents as per Bid documents must be Submitted.
- vi. Any document found false/tempered at any time the Bid shall be rejected immediately also appropriate action may taken against the bidder.
- vii. Conditional tenders shall not be entertained.
- viii. The **Earnest Money Deposit shall be released** in favor of un-successful bidders immediately after finalization of the tender. However, in case of successful bidder it shall be retained as Security Deposit to be released after successful completion of the warranty period.

  
Commissioner

Berhampur Municipal Corporation  
Berhampur

Annexure-A to this office NIT No. 4435 Dt. 12/04/22 for supply, installation, testing and commissioning of Amphibian Weed Harvester Vessel , other Attachments with Carrier Tractor and six months Operation

## **GENERAL TERMS AND CONDITION**

### **1. Scope of Work.**

The scope of work includes supply, installation, testing, successful commissioning, training of operators and providing statutory clearance(if any) of Amphibian Weed Harvester Vessel ,other attachments and operation as per following requirements. The rate to be quoted separately of machine, each attachment and Operation of machine & attachment. The machine/equipment shall be used as weed collection, removing floating vegetation & other waste from small streams, large rivers and different water bodies. The machine shall also be able to work in water logged marshy and poor soils. The machine shall be supplied with fully working/required attachments for excavation, dredging etc. as detailed in the technical specifications.

#### **(a) Machine/Equipment and Attachments**

The scope of work includes complete machine/equipment, required attachments and carrier trailer for the machine with standard complete comprehensive guarantee/warranty (Two Years) and extended comprehensive warranty (four years) or Annual Maintenance Contract (Four years).The comprehensive warranty/Additional comprehensive warranty shall cover all parts of machine, attachments, trailer with maintenance on all required periodic, preventive and breakdown period.

#### **(b) Operation during Complete Comprehensive Warranty Period (6 months)**

The scope of work includes complete operation of machine/equipment, attachments and carrier trailer. However, the firm/bidder shall have to maintain/provide manpower /operational staff to assist for periodic, preventive and breakdown maintenance during warranty period. The Operational cost will be paid on Post quarterly basis.

### **2. Earnest Money Deposit(EMD)**

Tenders shall be accompanied with an earnest money of Rs. 6,00,000/- as per NIT in the form/shape of CDR/FDR/BG/DD from the bank having branch in Berhampur, Odisha pledged to the Commissioner, Berhampur Municipal Corporation and in case of successful bidder the same shall be kept/treated as Security Deposit to be released after successful completion/commissioning and six years successful operation.

### **Exemption from payment of EMD / SD:**

Public Sector Undertakings, State Government Undertakings are exempted from payment of EMD/SD. MSME registered with NSIC /Small Scale Industries (SSI) with current valid registration with State or Central Govt. are also exempted from payment of EMD/SD (after ensuring that the registration in case of SSI) pertains to the class of items/ stores/ works for which the tender is floated). In case bidder seeks exemption from payment of the EMD/SD as per tender provision, necessary documents is to be attached specific to the items/ stores/ works for which tender is floated.

**3. Validity of offer.**

The bid shall be valid for 180 days from the date of opening of **Price Bid**. (Cover-II of the tender document).

**4. Prices.**

Prices quoted shall be F.O.R. Berhampur and as per BoQ and bidders shall quote unit rate/prices in INR (Indian Rupees) inclusive of all taxes, (direct or indirect), levis, duties, freight, insurance etc. and shall include all charges and incidentals for successful commissioning. However Custom duty and GST Taxes shall be paid to the firm by the Authority, if exemption Certificate is not furnished, as per actual and against documentary proof. The price quoted shall be separately for machine, each attachment & trailer with comprehensive warranty period mentioned above, Operation for first six months, extended comprehensive warranty or Annual maintenance Contract for four (4) years.

**5. Completion period.**

The successful bidder has to complete entire supplies, successful commissioning, testing within **One Hundred Fifty(150) days** from the date of issue of allotment order.

**6. Terms of Payment.**

1. 80% cost of Amphibian machine and accessories excluding Operation and Maintenance will be paid after inspection by officials of Berhampur Municipal Corporation after receipt of machine at BeMC designated site.
2. Balance 20% cost of the Amphibian machine and accessories excluding Operation will be paid after receipt of machine at BeMC and getting satisfactory performance of Machine & Operation certificate from the officials concerned.

**7. Guarantee/Warranty.**

The bidder/OEM shall give comprehensive guarantee/ warranty of the equipment for a period of Twenty-four(24) calendar months which includes all parts of machine and attachment, maintenance without any additional cost to the buyer from the date of commissioning of the machine at site or acceptance of goods. The replacement of all parts including filter, consumable items etc. with maintenance shall be free of cost during above period.

**8. Extended Warranty/ Guarantee**

The bidder/ OEM has to provide / give an undertaking that after expiry of standard complete comprehensive warranty / Guarantee of two years, it will provide comprehensive extended warranty for next four years which includes all parts of machine & attachments with maintenance without any additional cost to the buyer for the offered product or Annual Maintenance Contract for next four years after expiry of first 2 years.

**9. Warranty/ Guarantee**

(a) OEM of the product / machine should give an undertaking to provide / make available of spare parts of the offered machine & attachments at least for 10 years.

(b)OEM of the offered machine must be submitting the warranty certificate by the successful bidder at the time of delivery of goods.

**10. Materials and workmanship.**

All the material and workmanship shall be of highest class and quality, capable of satisfactory operation when exposed to extreme/ specified atmospheric conditions.

**11. Correctness and completion of stores.**

The stores will be completed in every respect with mountings, fittings, fixtures and standard accessories which are normally supplied even though not specially mentioned in the specifications. The successful bidder shall not be eligible for payment in respect of such mountings, fittings, fixtures, special accessories which are needed for safe operation of the equipment. The bidder shall be responsible for completeness of the equipment and for efficient working performance of the same at site.

**12. Fast moving spares:**

The firm has to submit list of fast-moving spares mentioning their part nos. and cost F.O.R. consignee store. The required above spares should be made ready/ available with the machine in all time for maintenance in due time without fail.

**13. Tools.**

The bidder will supply set of ordinary and special tools as per requirement of the machine & attachments specified by the manufacturer with tool box to be supplied with the unit.

**14. Manuals.**

The bidder shall supply at least three complete sets of operation and maintenance manuals and spare parts catalogue along with the tendered-out equipment free of cost to the Authority. The manuals shall be appropriately bound in book form and shall contain full necessary instructions regarding periodical/preventive maintenance repairs trouble shooting / overhauling, etc.

**15. Penalty.**

Failure or default on the part of the bidder to supply the material in accordance with the specifications or within the stipulated time or to fulfill all the terms and conditions detailed herein and in the agreement shall render the bidder liable to payment of liquidated damages up to 10% of the total value of the contract, besides forfeiture of the security deposit and recourse to other remedies under the law in force in Odisha, State of India in addition to any other remedy which may be deemed fit.

**16. Insurance.**

It shall be the responsibility of the bidder to deliver and commission the equipment in sound condition to the site. For this purpose the bidder will insure the equipment against all risks during transit at his own cost for full delivered value of the equipment up to site. The filling of claims, if any and settlement thereof with Transport Company or Insurance Company shall be the responsibility of the bidder. No extra payment shall be made by the Authority on this account. However, necessary information required in connection with making and settling of such claims, if any, shall be provided by the Authority. All damages or shortages during transit shall be made good immediately by the bidder on receipt of such information without waiting

for such claims from insurance company. In case of apparent damages or shortages the Authority shall ascertain the losses / damages and send the same to the bidder within a period of 30 days from the date of receipt of material. A certificate shall be submitted by the bidder with the bill to the effect that material has been duly insured.

**17. Imported products**

In case of imported products, OEM or authorized seller of OEM should have a registered office in India to provide after sales service support in India.

**18. Force Majeure.**

If at any time during the execution of this order the bidder is unable to perform in whole or in part any obligation under this order because of war, hostility, military operation of any kind, acts of public, enemy, civil commotion, sabotage, strikes, lockouts, go-slow, fire, floods, epidemics, quarantine restrictions, acts of nature and acts of Government (including but not restricted to prohibitions of exports and imports) then the date of fulfillment of any obligation shall be postponed during the time for which such circumstances are operative. Any waiver / extension of time in respect of the delivery of any installment or part thereof shall not be deemed to be waiver / extension of time in respect of remaining deliveries.

**19. Disputes**

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

  
Commissioner  
Berhampur Municipal Corporation

Annexure-B to this office e-NIT No. 4435 Dt. 12/04/22 for supply, installation, testing and commissioning of Amphibian Weed Harvester Vessel and other Attachments with Carrier Trailor with Operation.

**TERMS & CONDTIONS OF OPERATION AND MAINTENANCE**

1. The bidder shall commence the operation work immediately after successful commissioning of the equipment and shall scale it up to the expected level within 7 days and maintenance of machine, attachments, trailer shall within the scope of Comprehensive Warranty.
2. The operation period can be extended for a further period of 4 Years (Four Years) by Authority and on the terms and conditions mutually agreed upon in writing after completion of 02 Year Comprehensive warranty /Operation period.
3. As and when required, machines shall be shifted from one area to other areas within the Lake, shoreline areas or one water body to other water body for cleaning operation as per the requirement of Authority. All required machineries/vehicle for shifting and transportation of machines from one site (water body) to other site (other water body) shall be arranged by the Authority however, the scope of dismantling / assembling shall in the scope of bidder.
4. The operation and preventive maintenance of all the Machines shall conform to Operation manual of that particular machine's manufacturer. The repairs & routine / preventive / break-down maintenance shall be carried out, as per the schedule/ practice prescribed by manufacturer/instructed by the Authority.
5. The bidder has to ensure after sale service and supply of the spares/ replacements for preventive and breakdown maintenance as per the manufacturer's guidelinewhich the bidder shall have to explicitly mention the arrangement available/ to be made available.
6. For the smooth operation of the machines all the required equipment, machineries, units, accessories, consumables (except fuel) like grease, lubricating oils, cleaning agents, all types of epoxy paint, marine paint, material required for housekeeping and cleaning etc. are to be arranged by the bidder during comprehensive warrantee period under contract. The fuel shall be issued by the authority as and when required. The quality of all consumables and spares as per manufacture's recommendation shall be made available at site /workshop all the time and will be verified by engineer in-charge.
7. The bidder shall be responsible for keeping up-to-date record of documents including history sheet and day to day log sheet of the machine. The bidder shall maintain and update logbook, in which details of operational parameters are recorded in every shift and at regular interval or as decided mutually and shall have to be authenticated from the engineer in-charge on daily basis and submitted to the Executive Engineer concerned in complied form on weekly basis.
8. The bidder shall maintain a separate day book for record of trouble shooting/ maintenance carried out and required to be carried out in next operation.



9. The working hours shall be generally 8:30 AM to 5:30 PM inclusive of one hour as lunch time (8 hours per day). The bidder shall ensure that operational staff report to the site every day at designated time and work for a minimum of continue working throughout the day.
10. The bidder shall make provision for presence of requisite manpower to perform his duty during national holidays and festivals also so that the work can be performed during such holidays. The authority for working on holidays, national holidays and festivals will make no separate payments. The bidder should ensure presence of his workforce at the specified time and location. The bidder shall not be paid for any overtime charges for working overtime within a maximum of one hour so as to complete the scope of work and maintain the cleanliness at site.
11. The bidder shall have to take valid labor license & any other relevant license/s from statutory Authorities, Govt. department/s as required for this type of contract - services. Successful bidder will have to follow all the provisions of, Labor laws, provident fund (P.F) Act, Employee State Insurance (E.S.I) Act, Minimum Wages Act etc., worker's compensation act along with all other acts applicable for such service as are in force along with amendments during the validity of the contract.
12. The bidder shall not employ guilty persons or undisciplined personnel who have been convicted for such acts on the Contract.
13. There will not be any guaranteed overtime work load/shift working for any machine. Bidder shall have to work as per Authority's requirement.
14. In case of any strike by the bidder's employees, the operation and maintenance must not be affected and the property of Authority should not be damaged. In such a case of any dispute/discrepancy, the decision of the Authority will be final and will be binding upon the bidder. Also, if any expense is required to be made on this account by Authority, it will be deducted from the bills of the bidder.
15. Upon failure of the bidder to comply with any instructions given in accordance with the provisions of this contract, the Authority has the right, instead of assuming charge of entire work, to place additional labor force, tools, equipment's and materials on such Equipment as the authority may designate or also engage another Contractor to carry out the work. In such cases, the Authority shall deduct from the amount which otherwise becomes due to the Contractor, the cost of such work, materials and labor with 10% added towards overall departmental charges and should the total amount thereof exceed the amount due to the Contractor, the Contractor shall have to pay the difference to the Authority.
16. The Bidder shall appoint a full-time supervisor and shall be available at site to supervise and coordinate the operation and maintenance of the machinery to the satisfaction of the Authority. The bidder shall mention the number of persons to be engaged on category wise.

17. During the contract period, necessary infrastructure like parking / repairing plot/area, water, drainage, electricity will be provided by authority. However, if any temporary storage / repairing facility required to be created, same will be carried out by contractor at their own cost with prior approval of concerned engineer. At the end of the contract or as per the direction of authority even during the contract period, contractor has to vacate the place allotted to them & remove the facilities if any created by them without any delay.
18. Mobile phone and other communication equipment's shall have to be provided by the bidder for each machine and to the Operators and supervisor for effective communication and all charges shall be borne by the bidder. The bidder has to arrange for 24 hrs. Complaint register / phone number for effective communication.
19. Authority reserves the rights to terminate the Contract at any time during the contract period for any noticed defective or deficient progress.

The authority reserves the right to accept or cancel any or all offer without assigning any reason thereof.

  
**Commissioner**  
**Berhampur Municipal Corporation**

Annexure-C to this office e-NIT No. 4435 Dt. 12/04/22 for supply, installation, testing and commissioning of Amphibian Weed Harvester Vessel and other Attachments with Carrier Trailer.

**GENERAL SPECIFICATIONS**

**TECHNICAL SPECIFICATIONS:**

**AMPHIBIAN MACHINE :**

	Description	NIT requirement	To be Quoted/ confirmed by the Manufacturer
<b>A</b>	<b>Vessel Principle Particulars</b>		
i	Length	4.5– 5.0 m	
ii	Width	1.8 – 2.1m	
iii	Height	2.0– 2.6m	
iv	Weight range	1300 – 1500Kg	
v	Draft (full load)	<0.4 m	
vi	Propulsion speed	0 – 6 km/hr	
vii	Maximum Gradient	30 – 40 degree	
viii	Material	Heat galvanised steel structure, pontoons of saltwater resistant Aluminium	
<b>B</b>	<b>Engine Details</b>		
i	Engine make and model	4 cylinder turbo charged diesel engine	
ii	Engine Power	45 –50 HP	
iii	Engine Speed	2000 – 2500 rpm	
iv	Diesel tank	30 –40 Lit	
<b>C</b>	<b>Hydraulic System</b>	Sufficient capacity, capable for operating all the attachments provide by the machine under the hydraulic system used to drive the machine	
<b>D</b>	<b>Cooling System</b>	Suitable system for cooling engine & hydraulic system	
<b>E</b>	<b>Electrical system</b>	Suitable size and capacity of Battery	
<b>F</b>	<b>Steering (maneuverability)</b>	Joystick or similar arrangement with hydraulic power for easy operation. Adjusting the speed and rotation direction of tracks by steering	
<b>G</b>	<b>Operator seat &amp; Dashboard</b>	Ergonomically adjustable driver’s seat. Dashboard with digital screen for speed, engine temperature, oil pressure engine, timer, fuel gauge, hydraulic oil temperature, hydraulic pressure, hydraulic flow, emergency operation, clock etc.	
<b>H</b>	<b>Cabin</b>	Driver seat with good visibility, with all instruments and control for the safe and easy operation, adjustable driver seat.	
<b>I</b>	<b>Trailer Carrier for Mini Amphibian Vessel</b>	An appropriate trailer for transporting the Mini Amphibian machine through the roads which has ramp to ride and self-load and unload at any point. It is towed by any prime mover on public roads.	
<b>J</b>	<b>Attachments for Weed Harvesting</b>		
i	Floating Weed collector(Rake Collector with strainer plate)	Working Width: more than 3.0 m Weight Less than 70 kg	
ii	Submerged cutter(Horizontal & Vertical Cutter)	Working Width: not less than 2.0 mWeight: Less than 75 kgCutting depth not less than 0.5 m	
iii	Cutter with collector	Working Width: more than 2.0 mWeight: less than 120 kgCutting depth: not less than 0.8 m	

Commissioner  
Berhampur Municipal Corporation



## **BERHAMPUR MUNICIPAL CORPORATION**

**TENDER DOCUMENT FOR SUPPLY OF 1 NO.OF AMPHIBIAN  
MACHINE, ATTACHMENTS AND CARRIER TRAILER WITH SIX  
MONTHS OPERATION**

**BID DOCUMENT FOR**  
**SUPPLY OF 1 NO.OF AMPHIBIAN MACHINE,**  
**ATTACHMENTS AND CARRIER TRAILERWITH SIX**  
**MONTHS OPERATION**

**TECHNICAL BID**

*COMMISSIONER*  
BERHAMPUR MUNICIPAL CORPORATION  
RAMALINGESWAR TEMPLE ROAD  
BERHAMPUR-760002

(THIS TENDER DOCUMENT IS NOT TRANSFERABLE)

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FINANCIAL BID

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SECTION I  
**BERHAMPUR MUNICIPAL CORPORATION**

RAMALINGESWAR TANK ROAD  
BERHAMPUR-760002  
ODISHA

INVITATION FOR BID (IFB)

No. 4435

Dt. 12/04/22

Berhampur Municipal Corporation invites sealed Competitive Bids in 2 cover system (Techno Commercial & Price bids) for the procurement of goods/ machinery/ equipment as detailed in the table. The bidders may submit separate bids for each of the following procurement:

Table 1

Sl. No.	Bid No.	Name of Procurement	Eligibility
1)	.No.	CONTRACT FOR THE SUPPLY OF 1 NO. OF AMPHIBIAN MACHINE, ATTACHMENTS AND CARRIER TRAILER WITH SIX MONTHS OPERATION.	Amphibian Weed Harvester machine/equipment manufacturers or their authorized dealers.

Table 2

Sl. No.	Earnest Money Deposit (Rs.)	Last date of issue of Bid Documents	Last date of submission of Bid	Date of Opening of Prequalification Bid	Cost of Tender form (Rs.)	Contract Period in Months
	2	3	4	5	6	7
1)	Rs. 6,00,000/-	02.05.2022	05.05.2022	06.05.2022 at 11:00 AM	Rs. 11200/-	72 Months

- Interested Bidders can download the Bid documents from the official website [www.berhampur.gov.in](http://www.berhampur.gov.in) at free of cost. The downloaded Bid documents shall be submitted without modification or insertion in the Bid documents or otherwise Bid will be liable for rejection.
- The Bidder shall furnish, as part of the Bid, a Bid Security (Earnest Money Deposit) given in column 2 of table 2. The Bid Security shall be either in the form of Demand Draft/ Banker's cheque/Bank Guarantee, drawn from any Nationalized/Scheduled Bank in favour of the Commissioner, Berhampur Municipal Corporation payable at Berhampur. The Earnest Money will be refunded to the unsuccessful bidder on application after intimation is sent of the rejection of the tender or at the expiration of bid validity period. Tenders not accompanied by the Bid Security will be summarily rejected.
- The filled-up Bid documents must be delivered in two cover system (Technical and Price Bids in separate sealed envelopes and the sealed envelopes shall then be put together in another envelope as detailed in the bidding documents) with Earnest Money Deposit as outlined in Para 2.
- The filled up Bid documents will be received up to 1 week after the last date and time of submission as outlined in the table above through Registered Post/Speed Post super scribing on cover "Tender for supply of Amphibian Weed Harvester" addressed to Commissioner, Berhampur Municipal Corporation, Berhampur-760002
- The Bid will be opened at the time and date outlined in the table above at the office of the Commissioner, Berhampur Municipal Corporation

6. The filled-up Bid documents should be sent by Regd. Post/Speed Post/ Courier post to above address. The Corporation of Berhampur shall not be responsible for any delay in transit.
7. The Bids received after the due date and time as outlined in the table above will not be considered under any circumstances.
8. All other details can be had from the Mechanical Section of BeMC.
9. The pre-bid meeting will be held on 25.04.2022 at 04:00 PM @ the chamber Commissioner, Berhampur Municipal Corporation of Berhampur.



## Section II

### INSTRUCTIONS TO BIDDERS (ITB)

#### A. General

##### 2.1. Scope of Bid

2.1.1 The Corporation of Berhampur has proposed to implement certain drastic measures for cleaning of water bodies, lake etc. For this activity it proposes to procure and press into action Amphibian machines.

The Berhampur Municipal Corporation invites bids from established manufacturer of Amphibian vehicles with accessories, as described in the Bid Data Sheet. The name and identification number of the Contract is provided in the Contract Data.

2.1.2 The successful Bidder will be expected to complete the Contract within the period stipulated in the Contract Data.

2.1.3 Scope of Supply: The scope of work involves supply and commissioning of Amphibian Machine with listed accessories/attachments and Carrier trailer as per specifications attached in the technical bid.

2.1.4 The bidder shall also carry out operation for a period of 6 months. If required beyond 6 months also, they should continue based on the satisfactory performance of the contract.

##### 2.2. Eligible Bidders

2.2.1 A Bidder shall be any Person, Company, Corporate body, Association, Body of individuals, Group of persons, Limited company, Firm, Organization either single or joint venture from India who are legally competent and entitled for entering into contract as per the law of contract prevailing in India. The Joint venture of Indian and foreign firms are permitted for externally funded Projects like World Bank, ADB etc.

2.2.2. In the case of a Joint venture/Consortium/ Group bidding (At least one of the members should be a manufacturer or Authorized dealer.):

2.2.2.1. There shall be a Lead Bidder. A Lead Bidder shall submit only one bid for the Contract. He shall not be a member in any other Consortium or joint venture for the same Contract. There shall be a joint venture or consortium or group agreement executed between the parties exclusively for the project and which shall be legally enforceable by way of attesting by a notary. This agreement shall be submitted along with the Bid.

2.2.2.2 All partners shall be jointly and severally liable for carrying out the supply under the contract.

2.2.2.3 The Lead Bidder shall be designated in the Joint venture/ Consortium / Group agreement to be submitted along with the Bid. The Lead Bidder shall have the authority to conduct all business for and to act on behalf of any and all partners of the Joint venture/ Consortium/ Group, during the bidding process and in the event the contract is awarded.

2.2.2.4 The Lead Bidder shall be responsible for the submission of Bid and complete information required as per the described format, pertaining to each firm in the Joint venture/ Consortium/ Group and completion of contract documents and to furnish evidences admissible as per law. The Lead Bidder shall clearly identify the responsibility of other members of Joint Venture/Consortium/Group.

2.2.2.5 The Bid documents can be purchased by any one of the prospective members of a Consortium/ Joint venture/ Group but shall be signed by the Lead Bidder as specified in the Joint venture/ Consortium/Group agreement which also forms the part of the Bid document.

- 2.2.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with clause B/2.20
- 2.2.4 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- (a) they or their sister concern have controlling shareholders in common; or
  - (b) they or their sister concern receive or have received any direct or indirect subsidy from any of them; or
  - (c) they or their sister concern have the same legal representative for purposes of this bid; or
  - (d) they or their sister concern have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
  - (e) a Bidder or their sister concern participates in more than one bid for the same package in this bidding process. Participation by a Bidder in more than one Bid for the same package will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
  - (f) a Bidder or their sister concern participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.
- 2.2.5 The Bidder is not eligible to bid for Contract, if his relative(as listed below) is posted as Accounts Officer or an Officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive) in the concerned department, Corporation of Berhampur. The Bidder shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Junior Engineer or Officer in the Corporation of Berhampur. Any breach of this condition by the Bidder would render him liable to be disqualified for the work.
- 2.2.6.1 The tenderer shall be the manufacturer of Amphibian machine/vehicles or their authorized dealers and should show proof for the same.
- In the case of Manufacturer from Overseas, they should have a local dealer in India, who shall be responsible for carrying out the Operation & Maintenance part of the contract.
- The tenderer should have a sound financial capacity to import (where needed) spares/accessories and stock reasonable quantities of the same.
- 2.2.6.2 The tenderer shall have achieved total turnover of not less than Rs.3 Crores during any of the last 3 years. The certificate to that effect duly certified by Chartered Accountant shall be attached
- 2.2.6.3 Bidder must have supplied atleast three similar amphibian weed harvester machine in last 8 years to State/Central Government or State/Central Government
- 2.2.6.4 Undertaking/Statutory/Autonomous Bodies constituted under the Central/State statute in India
- The performance certificate for any 2 machines shall be attached along with the tender.
- 2.2.6.5 Necessary documentary evidences shall be attached as proof for each of the above.

### **2.3. Qualification of the Bidder**

- 2.3.1 All Bidders shall provide a preliminary description of the proposed procurement method and schedule, as necessary.

2.3.2 All Bidders shall include the following information and documents with their bids in the prescribed format as stated in the Bid Data sheet:

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) Total monetary value of business for each of the last five years;
- (c) Experience in the Contract of similar nature and size for each for the last five years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;

2.3.3 The Bidders shall furnish the qualification information in the format given in section VI, unless otherwise specified in the bid Data Sheet.

2.4. Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

#### 2.5. Cost of Bidding

2.5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

2.6. In any case any Bidder ask for a clarification to the Bid documents before 48 hours of the opening of the Bid, the Bid inviting authority shall ensure that a reply is sent and copies of the reply to the clarifications sought will be communicated to all those who have purchased the Bid documents without identifying the source of query.

#### 2.7. Amendment of Bidding Documents

2.7.1 At any time after the issue of the Bid documents and before the opening of the Bid, the Bid inviting authority may make any changes, modifications or amendments to the Bid documents and shall send intimation of such change to all those who have purchased the original Bid documents or shall be uploaded in the net. Prospective bidders shall promptly acknowledge the receipt thereof by telex, cable or fax to the Bidding authority. The Bid shall be furnished taking into account the addendum/amendments, if any, issued as mentioned above and any failure in doing so will lead to consequences including rejection of Bid.

### B. Preparation of Bids

#### 2.8. Language of Bid

2.8.1 All documents relating to the Bid shall be in the language specified in the General Conditions of Contract (English).

2.8.2 Where such documents are in other languages (copies of Invoice/performance certificates), it is the responsibility of the bidder to attach attested translated versions in English along with the copies of such documents. The attestation should be done by an officer not below the rank of general manager of the bidders' organization or any notary public. The authenticity and genuineness shall be the responsibility of the bidder.

If in future, it is proved that such documents are found to be non-genuine, or fraudulent, then corporation shall resort to cancellation of the contract; with hold any payments including security deposit and also take legal action besides blacklisting the bidder.

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

#### 2.9. Documents Comprising the Bid

2.9.1 The Technical Bid (Cover-A) submitted by the Bidder shall comprise the following:

- a) The Bid Cost
- b) EMD or EMD exemption certificate
- c) Registration Certificate of the company;

- d) Details of manufacturer's country of origin.
- e) Copy of PAN card with photo duly notarized.
- f) All the literature & drawing in support of the product.
- g) Performance certificates from the clients.
- h) GST Certificate

2.9.2 The Financial Bid (Cover-B) submitted by the Bidder shall contain the schedule of rates and quantities duly filled:

1. The price of the goods, quoted shall be upto Berhampur Municipal Corporation.
2. Charges for transportation, insurance and other incidental expenses for delivery of the equipment shall be included in the cost.
3. The prices, cost stated in the tender shall be in Indian Currency only.

2.10. Bid Prices

2.10.1 The Contract shall be for the supply of goods/machineries/equipment's etc. based on the priced Bill of Quantities submitted by the Bidder.

2.10.2 The quoted price should include GST, Duties, Levies, etc. Transportation and Transit Insurance up to place of delivery in Corporation of Berhampur should also be included.

Custom Clearance shall be done by the supplier.

The prices, rates for Operation shall all be in Indian Rupees only (INR)

2.10.3 If the contractor offers discount / rebate in a particular item, his bid price will be after deducting the discount from the original quoted price. If the contractor offers discount / rebate in the total value of work, his bid price will be same as original quoted rate, after calculating the total amount the discount / rebate amount is to be deducted.

2.11. Bid Security (Earnest Money Deposit)

The Bidder shall furnish, as part of the Bid, a Bid Security (Earnest Money Deposit) for an amount of Rs. 6,00,000/- (Six Lakhs). The Earnest Money Deposit shall be either in the form of Demand Draft / Bank Guarantee drawn from any Nationalized/ Scheduled Bank in favour of the Commissioner, Berhampur Municipal Corporation; Banker's cheque; or a challan by remitting cash into the Corporation Treasury, to the credit of deposits which do not bear interest. The Earnest Money will be refunded to the unsuccessful bidder on application after intimation is sent to the unsuccessful Tenderer tender or at the expiration of Bid validity period. Bids not accompanied by the Bid Security will be rejected. The Bid security of the successful Bidder will be returned as per clause

2.15.2.

**Exemption from payment of EMD and Security Deposit:**

Public Sector Undertakings, State Government Undertakings are exempted from payment of EMD and Security Deposit subject to approval of our Competent Authority. MSME registered with NSIC /Small Scale Industries (SSI) with current valid registration with State or Central Govt. are also exempted from payment of EMD/SD (after ensuring that the registration in case of SSI) pertains to the class of items/ stores/ works for which the tender is floated).

2. 11.2 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

2.11.3 The Bid Security will be forfeited:

- (a) If a bidder withdraws his Bid during the period of Bid validity.
- (b) If a successful Bidder fails to:
  - i) Execute the agreement or
  - ii) Furnish the necessary performance security within the specified time limit of 30 days from the date of issue of letter of acceptance of his bid.
- (c) If the Bidder does not accept the correction of the Bid price, pursuant to Clause 2.17;  
or

2.12.1 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to SubClauses 2.3.2(a) or 2.3.3(b), as the case may be.

2.12.2 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the Bid.

#### C. Submission of Bids

2.13. Sealing and Marking of Bids

2.13.1 The tenderers participating are required to follow the procedure as given below while submitting their bids.

2.13.2 The Bidder shall be responsible for properly super scribing and sealing the cover in which the Bid is submitted and Bid inviting authority shall not be responsible for accidental/ misplacement/premature opening of the covers that are not properly super scribed and sealed, before the time appointed for Bid opening.

2.13.3 The filled up Bid documents shall be submitted up to the last date of submission as given in Bid Data sheet. Tenders can also be submitted by Regd. Post/Speed Post, provided that the Bid inviting authority shall not be responsible for any delay in transit in such cases.

2.13.4 The Bidders should not amend/add/alter any of the Bid conditions, conditions of contract, specifications etc. of his own.

2.14. Deadline for Submission of Bids

2.14.1 Bids shall be delivered to the Employer at the address specified in the Bid Data sheet not later than the time and date specified in the Bid Data sheet.

2.14.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 2.7, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

2.15. Late Bids

2.15.1 No Bid will be received by the Employer after the deadline prescribed in Clause 2.14.

#### D. Bid Opening, Evaluation and Award of Contract

2.16. Bid Opening

2.16.1 The Tenders shall be opened at the specified time in the presence of attending tenderers.

2.16.2 Price Bids of Tenderers who do not qualify technically shall be rejected without further consideration.

2.16.3 To assist in the scrutiny, evaluation and comparison of bids, the Employer may, at their discretion, request clarifications on the bid from the tenderer.

2.16.4 Notwithstanding any Terms and Conditions stipulated in the tender documents, Employer reserves the right to accept or reject in part or whole any, or all the tenders received at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the

Employer's action.

2.17. Correction of Errors

2.17.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer where there is a discrepancy between the amounts in figures and in words, the lowest will be taken.

2.17.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 2.11.3(c).

2.18. Notification of Award and Signing of Agreement

2.18.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the supply of the goods by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

2.18.2 The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with Clause 2.19 and signing the Agreement in accordance with Sub-Clause 2.18.3.

2.18.3 The bidder shall have to enter into an agreement with the employer within 15 days from the date of receipt of letter of acceptance. The form of agreement will have to be stamped at the stamp office at the cost of the bidder.

2.18.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

2.19. Performance Security (Security Deposit)

2.19.1 Within 14 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security. The Performance Security (Security Deposit) will be 4% of the contract amount as in the form of National Savings Certificate/ Small savings instrument (KV, SSC)/ Fixed deposits/ Accounts pledged in favour of Commissioner, Berhampur Municipal Corporation Irrevocable Bank Guarantee. However, it is open to the Commissioner to insist on higher deposit as per rules in force.

2.19.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause 2.19.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

2.20 Corrupt or Fraudulent Practice

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

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

The bidder alone is solely responsible for all such liabilities arising out of any fraudulent actions

## 2.21 Evaluation of bid

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

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

The supplier shall take all efforts to obtain customs clearance and delivery shall be at the place specified. All costs up to the place of supply shall be entirely to the supplier.

- 2.21.2 The evaluation of bid shall be based on the total price received from the (A) Supply of Amphibian machine, attachments and carrier trailer with comprehensive warrantee of 2 years, (B) Operation of the machine for initial six months and (C) Extended Comprehensive warranty of machine and Attachments & trailer after two years of Installation & Commissioning (D) Annual maintenance Contract of the machine for four years after two years of Installation & Commissioning.

## 2.22 Rejection of bid

The tender will be rejected if the tenderer

- a) EMD or Exemption certificate is not attached.
- b) Stipulates the validity period less that what is stated in the form of tender does not disclose the full names and address of all his partners in the case of all partnership concern.
- c) Does not fill in and sign the Tender Form Specification of the articles and works as well as Bill of Quantities and Rates completely.
- d) Does not submit the Tender in sealed envelope.
- e) Does not submit the Original Tender Form duly signed and stamped.
- f) Submit the tender without stating the rates in words and / or in figures and / or both.
- g) Does not submit the annexures duly signed and stamped.
- h) The tenderer should submit certified copies of PAN documents failing which 'The tender shall be rejected outright'.
- i) Does not quote for all the items slated in the schedule of quantities.
- j) Does not submit the Performance certificates
- k) Does not submit the certificate from Chartered Accountants for having achieved turnover of at least Rs.2Crores in any of the last 3 years.
- l) Does not quote for only one make and only model of equipment.

## E. Bid Data Sheet

Bid data sheet shall be filled in by the Employer before issuance of the bidding document

Instructions to Bidders (ITB) Clause Reference	Bid Data
	A. General
(2.1.1)	The scope of work involves supply and commissioning of Amphibian Machine and listed accessories/attachments with six months operation period as per specifications attached in the Technical bid.  The bidder shall also carry out the extended comprehensive guarantee/warranty or Annual Maintenance Contract for another four years after completion of initial two years period.
(2.2)	The qualification data required from bidders in Clause 2 are modified as follows: NIL
(2.3)	The qualification criteria in Clause 3 are modified as follows: <i>NIL</i>
(2.3.2b)	The minimum required annual value of Supply for the successful Bidder in any of the last 3 years shall be 2 Crores.
(2.3.2c)	Experience in the supply and installation of products/goods for the last 3 years Year  Details of Purchaser(s)
(2.11.1)	The amount of Bid Security shall be Rs _____/-. C. Submission of Bids
(2.14.1)	The address for the purpose of Bid submission is _____  The deadline for submission of bids shall be _____  D. Bid Opening, Evaluation and Award of contract
(2.16.1)	The opening of the Prequalification Bid shall take place at _____
(2.19)	The Standard Form of Performance Security acceptable to the Employer shall be <i>[insert the form of Security as per the conditions of Contract.</i>



## SECTION III

### Conditions of Contract- General Conditions

- 3.1 Scope of Procurement
  - 3.1.1 The quantity of procurement as provided in the tender documents is of indicative nature. The actual quantity will be as drawn by the Department through call ups and the same will be within the overall quantity of the Purchase order to be issued by this office.
  - 3.1.2 The Employer reserves the right to reallocate the quantities between the locations within the Purchase order quantity in case the order placed is for multiple locations.
  - 3.1.3 The Employer also reserves the right to short close the order at any time during the currency of the contract / validity of the Purchase order before drawing the full quantity.
  - 3.1.4 If required the samples of the items must be furnished along with tender, in certain cases the approved sample bid covers only will be opened
- 3.2 Packing
  - 3.2.1 The packing requirement for supply of the material either in bulk or in packed form shall be as provided in section X - Bill of Quantities.
  - 3.2.2 In case the supplies are to be made in packed form, the details required in Special Conditions need to be furnished on the containers.
- 3.3 Price
  - 3.3.1 The rate / price offered by the tenderer should be open for acceptance for a minimum period as mentioned in Section V - Contract data, from the date of opening of the tender. No upward revision in the price will be allowed during the above period and after communication of the acceptance of the tender during the validity period.
  - 3.3.2 The tenderers are requested to quote the Unit rate and taxes, if applicable, in Format given in Section X- Price Bid. They should also specifically include Excise Duty, Education Cess, Customs Duty, Sales Tax, Entry tax, Octroi and any other levies, if applicable
  - 3.3.3 No handling/clearing/Transportation charges can be claimed(These should be included in the Price while quoting)
  - 3.3.4 If a particular tenderer is not registered under Sales Tax Act, the price quoted by him will be treated as net and inclusive of sales tax and any further claim made by him for reimbursement of the same on account of retrospective registration under the Sales Tax Act will not be entertained by the Corporation. Any such liability for payment of Sales Tax will be wholly and exclusively that of the tenderer quoting against our tender.
  - 3.3.5 The price should be firm and irrevocable and not subject to any upward revision due to increase in cost of raw material, components and labour cost till the completion of the order. However, any increase / decrease in statutory levies on finished materials during the scheduled delivery period will be on Employer's account on production of documentary evidence.
  - 3.3.6 All the rates given in the tender schedule should be expressed both in words and in figures and where there is difference between the two, the lower rate will be taken into consideration.
  - 3.3.7 The tenderers should indicate their price inclusive of packing, stenciling, handling cost, loading and unloading at Employer's locations.
  - 3.3.8. The rate quoted should include Entry tax, if any. There will be no liability on the part of Corporation of Berhampur in any event of demand for Entry tax after supply of machine. It

is the complete responsibility of the tenderer to ensure that Entry tax, if needed shall be paid by them.

### 3.4 Quality of the Product

- 3.4.1 The product supplied should fully conform to the purchase specification agreed while participating in the tender. Such conformity of the material to the specifications shall be determined by testing the product/material as specified in the Special Conditions. The Test Report issued by the Employer alone will be considered as final and binding on the tenderer.
- 3.4.2 The tenderer shall be responsible for the quality of the material delivered until the same is tested and accepted by the Employer.
- 3.4.3 In the event the material delivered against the tender is found to be not in accordance with the specifications, the entire quantity/consignment will be rejected and the tenderer will be responsible for replacement of the rejected material free of cost and / or reimbursing the Employer for resultant losses sustained on this account. Such materials will be lying at the Employer's site/ location at the risk and cost of the supplier for a period not exceeding 15 days.
- 3.4.4 The tenderer will be obliged to collect the rejected material from the Employer's premises/ locations at his own cost, within 15 days of such notification to him in writing, failing which, the Corporation will be free to dispose off such material as it deems fit without any obligation whatsoever to the tenderer.

### 3.5 Delivery

- 3.5.1 The delivery period indicated in the tender, or in our order, or separately in the form of a letter, from time to time, is to be strictly adhered to. In case of delay in supplying, the Employer reserves the right to ask for compensation for such late deliveries at its sole discretion. Such compensation will be payable on demand or shall be recovered from the EMD or Security Deposit or from any other payment due to the tenderers from the Employer.
- 3.5.2 The Employer at its sole discretion also reserves the right to purchase the goods from other sources at the cost and risk of the tenderer in case of failure to effect supplies within the stipulated delivery period.
- 3.5.3 Small Scale Industries registered with NSIC, can be exempted from payment of E.M.D and Security Deposit, provided the material tendered is part of the Registration Certificate and such certificate is valid.
- 3.5.4 Delivery period: Shall be 150 days from the receipt of purchase order.

#### 3.5.5 Delivery Place: Berhampur Municipal Corporation

### 3.6 Consignee and Security of Material

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

### 3.7 Warranty

The goods supplied should be covered under comprehensive warranty including all spare parts for a period of not less than 24 months from the date of handing over /supply of machine / equipment whichever is earlier for manufacturing process or assembly or material defect on a combination of any or all of the above.

The complete tools & apparatus as required for the machine, attachments and carrier trailer with operation manual, parts catalogue & trouble shooting and rectification data booklet should be provided with the machine.

### 3.9 Payment

80% cost of Amphibian machine and accessories excluding Operation and Maintenance will be paid after inspection of officials of Berhampur Municipal Corporation after receipt of machine at BeMC.

- a. One copy of country-of-origin certificate.
- b. Manufacture/warranty/guarantee and test certificate (4 copies).
- c. Inspection report by the manufacturer/supplier.
- d. One copy of packing list.
- e. Contractor certificate confirming that prior intimation about shipment/shipping details have been dispatched to in accordance with the requirement of contract to the port/ultimate consignee.

### 3.10 Penalty

Time is the essence of this contract. Hence, subject to Force Majeure, if the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the department shall deduct from the contract price a sum equivalent to 0.1% of the delayed goods for every 15 days of delay up to maximum deduction of 5% of the delayed supply or services. Once the maximum is reached the department may consider termination of contract

### 3.11 Validity of Purchase Order

- 3.11.1 The validity of Purchase order which will be placed on the successful renderer / renderers shall be for 5 months from the date of the Purchase order or till the time the total quantity is supplied, whichever is earlier, unless otherwise specified in Contract data.
- 3.11.2. Due to operational requirement in some of the procurements, the validity of Purchase order may be different than the above. However, such change shall be notified in Form 'A' of the tender document.

### 3.12 Force Majeure

Delivery of material is subject to Force Majeure conditions as under:

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

### 3.13. Termination

- 3.13.1 Termination on expiry of the CONTRACT: The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Employer has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.
- 3.13.2 Termination on account of Force Majeure: Either party shall have the right to terminate the Contract on account of Force Majeure, as set forth in clause 3.12
- 3.13.3 Termination on account of insolvency: In the event the Successful Bidder at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Employer shall, by a notice in writing

have the right to terminate the Contract and all the Successful Bidder's rights and privileges hereunder, shall stand terminated forthwith.

3.13.4 Termination breach of contract: A breach by the Successful Bidder of its obligations hereunder and such breach not being rectified by the Successful Bidder within 30 days of receipt of the Employer's notice intimating such breach. Upon termination, the Successful Bidder shall surrender all the data and materials belonging to the Purchaser.

3.13.5 Termination for delay: Successful Bidder shall be required to perform all activities/services as per these conditions and specifications. If the Successful Bidder fails to do so, the Contract may be terminated by the Employer by giving 30 days written notice unless the Employer has extended the period with levy of Liquidated Damages, as per Clause 3.11 of the tender.

In the event of short supply or delay in supply, the balance goods to be supplied shall be procured from the available supplier and amount for the same will be recovered from the successful bidder besides stern action to be taken as per tender conditions.

3.13.6 The employer may at any time terminate the Contract by giving 30 days' notice without assigning any reason.

3.13.7 Consequences of termination: In all cases of termination herein set forth, the obligation of the Employer to pay shall be limited to the period up to the date of effective termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.

3.13.8 In case of termination of Contract herein set forth except under 3.13.1 and 3.13.2, the Contractor shall be put on holiday [i.e. neither any enquiry will be issued to the party by the Employer against any type of tender nor their offer will be considered by the Employer against any ongoing tender(s) where contract between the Employer and that particular Contractor (as a bidder) has not been finalized] for two years from the date of termination by the Employer to such Contractor.

#### 3.14 Disputes

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

## SECTION IV

### Conditions of Contract- Special Conditions

#### 4.1 Product Acceptance Tests

- 4.1.1 The Employer shall carry out all the testing through government authorized agencies detailed in the Acceptance Test Schedule to be furnished by the Contractor to confirm that the performance of the different modules, sub-systems and the entire installation or verify whether the quality of the materials/ goods supplied satisfies the specification requirements. The Employer reserves the right to include any other tests which in his opinion is necessary to ensure that the equipment meets the specifications.
- 4.1.2 The Employer reserves the right to ask for modifications/additions to the Site Acceptance Test Procedure at any point of time till the Site Acceptance signoff of each location. In case of machineries and equipment's, the Product Acceptance Tests shall cover the intended functioning of the equipment's with proper integration with other sub components.
- 4.1.3 The contractor shall carry out the Site Acceptance Tests in the presence and supervision of the Employer or its designated agency at each site. Contractor, at its own cost, shall provide the testing equipment/instruments/software programs necessary for performing and demonstrating the Site Acceptance Tests.
- 4.1.4 The Purchaser or its appointed testing authority shall supervise the tests at each site, as described in the Site Acceptance Test Procedure and performed by the contractor to confirm that the complete solution at each site satisfies the requirement of specifications including the service performance. Any components or modules failing during the acceptance tests shall be replaced free of cost by the Contractor. These replacements shall not be made out of spares supplied by the Contractor as part of supplies under this Contract. This shall also not entitle the contractor to any extension of completion time.
- 4.1.5 The cost of all test and / or analysis shall be fully borne by the contractor. Material put up for inspection shall be those to be supplied and in quantities laid down in the Schedule of Quantities. Any variation shall require the prior approval of the Purchaser before the material is manufactured/ offered for inspection.
- 4.1.6 All material brought to site shall be permitted to be erected only after inspection and acceptance by the Employer.
- 4.1.7 For machinery/equipment's, the completed installation at all stages shall be subjected to checks and tests as decided by Employer. The contractor shall be liable to remedy all of such defects as discovered during these checks and test and make good all deficiencies brought out. The complete installation shall be taken over finally on successful commissioning in entirety.
- 4.1.8 The contractor shall rectify all deficiencies immediately, if found, in the performance of the supplied commodity as per the requirement during the product Acceptance Tests, at no cost to the Employer.

#### 4.2 Warranty Terms and Conditions

- 4.2.1 The Contractor shall be solely responsible for the maintenance; repair of the whole system supplied and integrated and the Employer shall not be liable to interact with any of the partners/ collaborators or subcontractors of the Contractor.
- 4.2.2 The Contractor shall have adequate Technical Support Centers to meet the criteria for fault restoration/faulty unit repair times. The requirements for warranty shall be as per Specifications. The Contractor shall furnish the names, locations, complete postal address, Telephone numbers and FAX numbers of all technical support Centers at the time of signing the Contract.
- 4.2.3 The Contractor shall also provide the name of alternate contact person or Technical Support Center with address & telephone /FAX no., which may be contacted by the Employer or its authorized agency staff for support in case of no response/poor response from the designated technical support center. This, however, shall not preclude the Employer from

imposing the penalties, if any, as applicable as per the terms & conditions of this tender.

- 4.2.4 Any change in Address, Phone number, FAX Number etc shall have to be intimated in writing by the Contractor to the concerned Engineer In-charge at the earliest. If the Engineer in charge of the Employer is unable to report the faults to the normally assigned technical support Center due to the change of phone number etc. the fault will be reported (as per provision of above paras) and the Contractor shall be responsible for rendering all the maintenance support services to the affected station as per the terms and conditions of this Agreement.

#### 4.3 Emission norms

The equipment should meet emission norms

#### 4.4 Availability of spares

The tenderer shall state the details of availability of spares after completion of guarantee/warranty period and name of the authorized dealers etc., from where the genuine spare parts can be obtained. The bidder/OEM of the product should give an undertaking for provide/made available of spare parts of the offer product at least 10 years.

#### 4.5 Inspection

- 4.5.1 The department or its representative shall have right to inspect and / or to test the Goods to confirm their conformity to the Contract. The special conditions of contract and / or the Technical Specification shall specify what inspections and tests the supplier will carry out, in writing to the identity or any representatives retained for these purpose.
- 4.5.2 The inspections and test may be conducted on the premises of the supplier or manufacturer or its subcontractor(s) at point of delivery and / or at the Goods final destination. Where conducted on the premises of the Supplier or manufacture or its subcontractor(s), all reasonable facilities and assistance including access to drawings and productions data shall be furnished to the inspectors at no charge to the department. Any to &fro traveling and stay on duty for carrying out such inspection by the purchaser's representatives shall be to the supplier's account.
- 4.5.3 Shall any inspected or tested goods fails to conform to the specifications, the Department may reject them and the supplier shall either replace the rejected goods or make all alternations necessary to meet specifications, requirements free of cost to the department.
- 4.5.4 The department's right to inspect, test and where necessary, reject the Good's arrival at the departments destination shall in no way limited or waived by reason of the Goods having previously been inspected, tested and passed by the department or its representative prior to the Good's transportation from the manufacturer's workshop or godown.
- 4.5.5 Nothing in above in any way release the supplier from any warranty or other obligations under this contract.
- 4.5.6 All the inspection expenditure, if any, will have to be borne by the tenderer.
- 4.5.7 The vehicle/machine and its attachments should at least have capacity to work 2 shifts of 8 hours per shift continuously without any break per day.

#### 4.6 Insurance

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

**SECTION V**  
**Contract Data**

The name of the Contract		Supply of 1 no. of Amphibian Machine with, attachments/ Accessories along with Operation for six months.
Identification number of the Contract		
Validity of Order		150 days.
Validity of rates		180 days from the date of opening of tender.
Contract Period		2 + 4 years.
Performance Security		6 years
Contract Value		Total contract value is inclusive of supply of 1 no, of Amphibian Machine, attachments and Carrier trailer along with Operation for 6 months.
Warranty/ Guarantee Period		24 months or first two years

I/We \_\_\_\_\_ hereby declare that I/We am/are not in any way related to any officer who is in charge of or having control of this work as referred ITB.

## SECTION VI

### 6.1. DECLARATION BY THE BIDDER/TENDERER

I/We agree that if, at any stage, it is found that this declaration is untrue, the bid security/performance security paid by me/us will be forfeited and the contract entered will stand cancelled at the risk and cost of contractor. It is understood that the relationship with the officer referred to herein will be restricted to those referred in ITB.

Signature of the bidder Place:

Date:



## 6.2. Letter of Bid

(Location)  
(Date)

From  
(Name & Address of the Bidder)

To

Dear Sir/Madam,

Sub: Tender for the Supply of 1 no. of Amphibian Machine/Vehicle, attachments and carrier trailer along with Operation for 6 months.

We, the undersigned, confirm that we meet all the qualification criteria given in the Tender Document.

We are submitting this tender for our eligibility for the above assignment.

Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. [Date \_\_\_\_].

Our attached financial proposal is for the sum of Rs. \_\_\_\_\_ (Amount in words). This amount is inclusive of the all taxes, duties etc.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized signatory:

Name and title of Signatory:

Name of Firm:

Address

### 6.3. Qualification Information

#### 6.3.1 PARTICULARS OF THE TENDERER

Name of the Tenderer	
Whether Sole Trader / Partnership / Private Limited Co. or Public Limited Co.	
Residential Address	
Address of the Registered Office	
Address of the Branch / Office Quoting against the Tender	
Address of the Factory	
Names and addresses of the Proprietors / Partners / Directors	
Year of Establishment	
Registration No. & Date	
Registered under (give details under which Act the Company is registered)	
Whether the item is completely manufactured in Tenderer's factory	Yes / No
List of large companies / Public Sector Undertakings / Local Bodies / Companies to which the item(s) quoted for have been supplied earlier with details of value of order and year of execution	

Annual Turnover in the last 3 years	
GST Reg No.	
Names of the Bankers	

Note : For providing the above information, if required, separate sheet may be enclosed.

DATE \_\_\_\_\_ SIGNATURE  
SEAL \_\_\_\_\_ NAME

DESIGNATION

ADDRESS

Email ID

6. 3.2 APPLICATION INFORMATION SHEET

Application Information	
Bidder's Legal Name	
Bidder's actual or intended year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone no., e-mail address)	
Attached are copies of the following original documents	
1. In the case of single entity, articles of incorporation or constitution of the legal entity named above.	

Signature of Bidder

6. 3.3 JOINT VENTURE INFORMATION SHEET DETAILS OF

PARTNER(S) OTHER THAN LEAD PARTNER

Partner	
Partner's legal name	
Partner's year of constitution	
Partner's Legal address in country of Constitution	
Partner's authorized representative (name, address, telephone no; fax and e-mail address)	

Signature of Bidder

6. 3.5 TOTAL ANNUAL TURNOVER

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

TOTAL ANNUAL TURNOVER FOR THE LAST THREE FINANCIAL YEARS	
Year	Indian Rupee
2018-19	
2019-20	
2020-21	
Total	

Signature of Bidder

**6. 3.6 PRESENT ASSIGNMENTS IN WHICH BIDDER FIRM IS ENGAGED AS A LEAD PARTNER**

(Each bidder or member of JV/consortium/group must fill in this form)

Sl No	Name & Address of client	Brief Scope of the Work	Purchase Order (P.O) No. & Date of issue of P.O.	Cost of Procurement (in Rs)	Period of Contract	Whether the copies of the purchase orders / contracts/ Performance certificates from the client as required, is attached?	
						Yes/ No	Pg. No. on the Proposal

Signature of Bidder

6. 3.9 DETAILS OF SUB CONTRACTOR AND THEIR RESPONSIBILITES

(Applicable in case of subletting)

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

Signature of Bidder



6. 3.10 COMPLETED WORKS IN WHICH FIRM WAS THE LEAD PARTNER  
(DURING LAST 5 YEARS)

(Each bidder or member of JV/consortium/group must fill in this form)

Sl No	Name & Type of project/ works and its location	Brief technical & descri ption	Name & Address of client	Period of contract	Cost of project (in Rs)	Year of Completion		Reasons for delay if any
						Sched uled	Actual	

Signature of Bidder

## SECTION VII

## Specifications

## TECHNICAL SPECIFICATION OF AMPHIBIAN VEHICLES

## TECHNICAL SPECIFICATIONS:

## MINI AMPHIBIAN MACHINE :

	Description	NIT requirement	To be Quoted/ confirmed by the Manufacturer
<b>A</b>	<b>Vessel Principle Particulars</b>		
i	Length	4.5– 5.0 m	
ii	Width	1.8 – 2.1m	
iii	Height	2.0– 2.6m	
iv	Weight range	1300 – 1500Kg	
v	Draft (full load)	<0.4 m	
vi	Propulsion speed	0 – 6 km/hr	
vii	Maximum Gradient	30 – 40 degree	
viii	Material	Heat galvanized steel structure, pontoons of saltwater resistant Aluminium	
<b>B</b>	<b>Engine Details</b>		
i	Engine make and model	4 cylinder turbo charged diesel engine	
ii	Engine Power	45 –50 HP	
iii	Engine Speed	2000 – 2500 rpm	
iv	Diesel tank	30 –40 Lit	
<b>C</b>	<b>Hydraulic System</b>	Sufficient capacity, capable for operating all the attachments provide by the machine under the hydraulic system used to drive the machine	
<b>D</b>	<b>Cooling System</b>	Suitable system for cooling engine & hydraulic system	
<b>E</b>	<b>Electrical system</b>	Suitable size and capacity of Battery	
<b>F</b>	<b>Steering (maneuverability)</b>	Joystick or similar arrangement with hydraulic power for easy operation. Adjusting the speed and rotation direction of tracks by steering	
<b>G</b>	<b>Operator seat &amp; Dashboard</b>	Ergonomically adjustable driver's seat. Dashboard with digital screen for speed, engine temperature, oil pressure engine, timer, fuel gauge, hydraulic oil temperature, hydraulic pressure, hydraulic flow, emergency operation, clock etc.	
<b>H</b>	<b>Cabin</b>	Driver seat with good visibility, with all instruments and control for the safe and easy operation, adjustable driver seat.	
<b>I</b>	<b>Trailer Carrier for Mini Amphibian Vessel</b>	An appropriate trailer for transporting the Mini Amphibian machine through the roads which has ramp to ride and self-load and unload at any point. It is towed by any prime mover on public roads.	
<b>J</b>	<b>Attachments for Weed Harvesting</b>		
i	Floating Weed collector(Rake Collector with strainer plate)	Working Width: more than 3.0 m Weight Less than 70 kg	
ii	Submerged cutter(Horizontal & Vertical Cutter)	Working Width: not less than 2.0 mWeight: Less than 75 kg Cutting depth not less than 0.5 m	
iii	Cutter with collector	Working Width: more than 2.0 mWeight: less than 120 kgCutting depth: not less than 0.8 m	

## SECTION VII (A)

### Operation & Maintenance

#### Scope:

The tenderer shall employ suitably trained and skilled operators for operating the Amphibian vehicle and should be well trained with operation of all accessories.

Suitable trained team of mechanics shall ensure continuous operation of the machine also ensuring continuous availability of spares.

#### Operation:

Two operators and helper should be available for continuous operation of the machine. On normal conditions an 8-hour operation is required per day.

#### Maintenance

- ❖ The maintenance shall be of a comprehensive type which would include maintenance of both Amphibian Machine and Accessories/Attachments.
- ❖ The bidder shall enclose a Comprehensive Maintenance Schedule for the Amphibian as well as the accessories.
- ❖ This schedule shall be strictly as per recommendations of the manufacturer.
- ❖ Daily/Weekly/Fortnightly/Monthly etc. exercises should be listed out and submitted along with Tender Documents.
- ❖ The Contractor (Successful bidder) shall ensure carrying out all aspects of the Maintenance Schedule thoroughly which will ensure smooth trouble-free operation of the machine and accessories/attachments.
- ❖ The contractor shall maintain necessary records to show that all routine maintenance exercises as laid out in the maintenance schedules have been carried out routinely.
- ❖ The successful bidder shall keep stock of all fast-moving items to ensure non-stop functioning of the machines.
- ❖ Only Trained Mechanics shall be employed to handle this sensitive machine along with accessories.
- ❖ Maintenance includes the following: -
  1. Carrying out all the activities (with trained mechanics only) like cleaning, lubricating, tightening of bolts and other fasteners, changing of oil; lubricants; (These shall be supplied by the tenderer)
  2. Any adjustments required for smooth operation of the machine
  3. Preventive maintenance activities like timely replacement of certain critical spares to avoid breakdown of both Amphibian Machine and its attachments/ accessories.
  4. Maintenance cost cannot be claim by successful bidder during complete comprehensive Guarantee/warranty period.

#### Payment for maintenance

- ❖ Cost of maintenance shall be included in the Complete Comprehensive Guarantee/Warranty.

Penalty:

In case of non-operation of the machine due to repair:

1. For every hour of non-operation beyond 1<sup>st</sup> 2 hours (during which time the repair has to be rectified) - Rs.200/hr up to 1 day.
2. Beyond 1 day for every day upto 10 days - Rs.2,000/- per day.
3. Beyond 10 days - Rs.3,000/- per day.

Payment for Operation

- ❖ The machine should be operated for a minimum 5 hours per day in a day of 8 hours to claim operation charges which shall be quoted at hourly/monthly basis.
- ❖ The concerned competent officer shall certify for the same.
- ❖ Payment shall be made on Hour Meter readings only.

Penalty

If the Amphibian is in good working condition but due to failure of or non-availability of any accessory, a particular work e.g. (dredging) cannot be carried out then penalty shall be imposed as follows:-

1. For every accessories/attachment under repair - Rs.500/- per day
2. Any urgent / emergency direction for attending/completion of any specified work shall be complied even if required during nights & holidays.  
Failure to comply in such urgencies/emergencies shall attract penalty - Rs.5,000/-

Penalty for cumulative non-operation in a month.

In a month, if the machine is not in operation beyond 150 hours, penalty for each hour below 150 hours upto actual operational hour - Rs.300/- per hour as a penalty shall be levied. However, Total penalty in any month shall be restricted to a maximum of 25% of the monthly payment for Operation.

EVALUATION OF THE BID

The bid shall be evaluated on the price quoted for supply of Amphibian Vehicles/Machine, Attachments & Carrier Trailer with complete comprehensive guarantee/warranty for two years (A), Operation of Machine & Attachments for six months (B), Extended complete comprehensive guarantee/warranty for four years after initial 2 years (C) Annual Maintenance Contract for four years after initial 2 years (D). The purchaser will choose the condition the option of (C) or (D) during evaluation.

EARNEST MONEY DEPOSIT REFUND FORM

From

To

Sir,

Sub: Tender No. \_\_\_\_\_

For the work of \_\_\_\_\_

I have tendered for the above work enclosing E.M.D. for Rs.

In case my tender is not considered, the E.M.D. furnished by me may be refunded to me. I give below my advance receipt for the amount duly stamped.

Yours faithfully,

ADVANCE STAMPED RECEIPT

Received from \_\_\_\_\_ Rs. \_\_\_\_\_

Towards refund of  
E.M.D. furnished by  
me along with my  
tender for the work  
of

dated

Remitted in challan

Signature of the Tenderer

Recommendation of the Head of the Department

Signature and Designation

No. 4435 / 12/04/22

## **BERHAMPUR MUNICIPAL CORPORATION**

### **BID DOCUMENT FOR**

**TENDER DOCUMENT FOR SUPPLY OF 1 NO.OF AMPHIBIAN MACHINE, ATTACHMENTS AND CARRIER TRAILER WITH OPERATION FOR 6 MONTHS.**

### **FINANCIAL BID**

**BERHAMPUR MUNICIPAL CORPORATION OF BERHAMPUR**

**RAMALINGESWAR TANK ROAD**

**BERHAMPUR-760002**

**ODISHA**

**(THIS TENDER DOCUMENT IS NOT TRANSFERABLE)**

SECTION IX

Form of Agreement

To be stamped with Rs.20/- valued  
Non-judicial adhesive stamps before  
Signing the Agreement.

BERHAMPUR MUNICIPAL CORPORATION

ODISHA

Contract for the supply

By M/s

**AGREEMENT**

AGREEMENT MADE THE ..... day of.....

Two thousand and..... between

Messrs

(herein after referred to as the contractor) of the one part and the Corporation of the City of Berhampur(here in after called the purchaser) of the other party

Whereas the contractor has agreed to supply to the purchaser the materials mentioned in the specification and schedules attached here to at the prices and in the manner and upon the terms and conditions here in after mentioned, and where as the contractor has deposited with the purchaser of the following securities.

1.Chalan No.& date of

Tender deposit amount. Rs .....

2. Additional security amount. Rs

To be forfeited in the event of his failing duly and faithfully to perform this contract.

Now these presents witness that for carrying out the said agreement in his behalf into execution, the contractor and the purchaser do here by mutually, covenant , declare contract and agree each of them with other of them in the manner following ( that is to say )

The term 'Contract 'shall include these presents and the tender schedules and specifications here to annexed and the specification, plans and drawings herein and hereafter referred to.

The term 'Contractor shall mean the persons firms or company w / Electrical ith whom the order for the supply is placed and shall be deemed to include the contractor 's successors ( if approved by the purchaser ) representatives , heirs ,executors and administrators unless excluded by the contract.

The terms 'corporation' shall mean the "Commissioner" or the council of the Municipal Corporation of the City of Berhampur or both acting under the powers vested in them by the Odisha Municipal Corporation Act or any act amending the same.

The term "Commissioner" shall mean the commissioner of the corporation of Berhampur. For the time being.

The Contractor shall sell and the purchaser shall purchase the quantities of materials specified here in.

The Commissioner shall be the sole judge upon all matters relating to the meaning and the consequence of the specification and conditions of this contract.

The printed materials shall be the very best quality and shall comply with the conditions and stipulations specified here in. All materials taken from the contractor shall be inspected by an officer of the Corporation not below the rank of an Asst. Executive Engr., and the decision of the Commissioner as to qualify shall be final and binding the both parties.

Time shall be considered as the essence of this contract on the part of the contractor and in the case the contractor shall fail to complete the delivery of any part of the materials to be supplied under this contract within the time which the period of completion may have been extended under the powers herein given or if in the opinion of the Commissioner, the contractor shall not be making delivery at such a rate as will ensure complete delivery within the time given, it shall be lawful for the commissioner of the corporation of Berhampur without prejudice to his remedy in clause 10 to obtain the materials from any other person or persons and any additional expenses so incurred shall be payable by the contractor.

If at any time during the continuance of this Agreement, the contractor in the opinion of the Commissioner have been delay in making any supply ordered by reason of any lock-outs, strikes, riots, mutinies, wars, fire, storms, tempest or other unexpected causes by the Commissioner as he may consider reasonable.

All expenses damages, and other moneys payable to the corporation by the contractor under any stipulations in this contract may be retained out of any moneys then due to which may subsequently become due from the corporation to the contractor under this or any other contract and in case such moneys then due or to become due to the contractor by the corporation shall be insufficient to pay such said expenses, damages and moneys, it shall be lawful for the Commissioner of the corporation to sell and dispose of any or all of the securities deposited by the contractor and out of proceeds of such sale to reimburse and pay to the purchaser all the

Said expenses, damages, and moneys and in case such proceeds of sale of the said securities shall be insufficient, then it shall also be lawful for the purchaser to recover the residue of the such said expenses, damages, and moneys, if necessary, by legal proceedings against the contractor.



The contractor shall submit bills in duplicate duly stamped and pre-receipted To the Commissioner, Corporation of Berhampur.

The contractor shall be paid for the materials at the rates given herein on certificates of the inspecting authority/ Govt. approved/authorized inspecting agency that the materials have been supplied to his entire satisfaction ..

1. The contract shall not be assignable by the contractor.
2. In case the contractor shall fail or neglect or refuse to observe perform , full -fill and keep all or any one or more of the covenants, stipulations and provisions herein contained it shall be lawful for the Commissioner of the Corporation, without prejudice and in addition to all and every others of remedies herein before contained on behalf of the owner on any such failure , neglect as refusal as afore said by writing under his hand to put an end to this agreement and on the expiry of seven days from the date of service of the writing this agreement shall cease and be void except in respect if any prior action or omission.
3. All certificates, or notices of orders for time or for extra varied or altered works which are to be the subject and extra or varied charges whether do as described in the contract or not shall be in writing and unless in writing shall not be valid or binding or be of any effect of any effect what so ever.
4. PENALTY CLAUSE: In case of delay in delivery of material the purchaser may at his option, impose a penalty calculated at the rate of 0.1 % of the contract value of such portion only of the quantity as have not been delivered on the specified date, for each week of delay. Such reduction shall be in full satisfaction of the supplier's liability for the delay but shall not in any case exceed five per cent of the value.
5. Applicable only for companies exempted from payment of Security Deposits.  
In case the contractor shall fail or neglect or refuse to observe, perform full fill or keep all of any one of the conditions stipulated in the tender agreement the contractor shall pay the security deposit amount for the actual loss incurred by the purchaser whichever is less. Further exemption /concessions available to them hither to will be withdrawn.
6. Replacement of defective materials should be done.
7. Court Jurisdiction only in Berhampur.
8. All the Conditions in the tender form, TT Act, and any other correspondence from Corporation of Behampur shall be part of this agreement.
9. All indents of orders shall by designed by one or other of the following Officers of the Corporation viz., the Commissioner, the Officer-in-charge  
Indenting Authority of General stores the Mechanical section or any other Officer duty authorised by the aforesaid officer and no indent or order that is not so signed will be binding on wither the contractor or Corporation. All indents placed before .....will have to be complied within the time limits furnished therein.
10. All the said materials supplied by the Contractor under this contract  
Quality of articles to be supplied shall be of the best quality of their respective kinds and similar to the samples furnished at the Stores or furnished by him. The Officer-inCharge of Mechanical Section shall be judge of the quality of the articles demanded and supplied and his decision as provided in Clause 12 hereunder shall be final and will not be liable to question by any Court of Law.
11. Rejection and Appeal.  
All the said materials supplied by Contractor under the contract shall be Inspector subject to the inspection acceptance or rejection of the following officer of the Corporation viz., the Commissioner, the Mechanical Engineer or any other Officer duly authorized by the aforesaid officer respectively, for the time being or of any or either of such officers who are herein after referred to as an Inspecting Officer.

All the materials supplied by the contractor which in the opinion of an Inspecting Officer shall be in bad order, unsound, inferior in quality or description to the materials specified in the said schedule or the samples furnished or otherwise faulty or unfit for use, shall and may be rejected by an inspecting officer and his opinion and rejection shall in all respects be final and conclusive and altogether operative and binding upon the contractor and shall not be open or subject to question or dispute by the contractor upon any ground whatsoever unless he shall ,within three days after such rejection shall have been notified to him in writing by an Inspecting Officer or any or either of them, have appealed against such rejection to the officer in-charge of Mechanical Section and the decision of the Commissioner on any such appeal shall be final and conclusive and altogether operative and binding upon the Contractor and shall not be open or subject to question or dispute by him upon and ground whatsoever.

12. Removal and Replacement of Articles.

All the materials supplied by the Contractor which shall be rejected by any Inspecting Officer , shall be removed by the Contractor within three days after such rejection shall have been notified in writings by an Inspecting Officer in case of any such appeal to the Officer in-charge of Mechanical section shall as here in before provided such rejected materials be removed by the Contractor within three days after the decision of the Officer-in-charge of Mechanical section up holding such rejection shall have been notified in writing to the Contractor by the Officer-in-charge of Mechanical section and in vase of any refusal or neglect on the part of the Contractor so as to remove any of the said materials which shall have been rejected as aforesaid, the said materials will lie there at the risk of the Contractor and shall be lawful for the Officer-in-charge of Mechanical Section to charge rent at 2Ps. per rupee per day for the storage of the said rejected materials to remove or cause the same to be removed at the cost and expenses of the Contractor, in the event of such rejected materials not being removed within the time, as above stated and in the event of fresh materials corresponding to the qualities and description have specified not being supplied as hereinafter mentioned the Officer-in-Charge of Mechanical section may without further notice to the contractor purchase materials to replace the rejected materials at the Contractor's risk and cost in the open market.

In witness there of the Contractor Messrs.....

And the Commissioner, Corporation of Berhampur acting for and on behalf of the Corporation of Berhampur and under the direction of the Corporation of Berhampur, have set their hands the day and the year first above written.

Signature of the Contractor  
Over his status seal.

Attestation by Notary Public in the Case of Out station Contractor.

The Common seal of the Corporation of the Berhampur  
was here under dulyaffixed()  
CORPORATION

COMMISSIONER  
BERHAMPUR MUNICIPAL

In the presence of ( )

In Witness where of I here unto affix my  
Signature



COMMISSIONER.

## SECTION X

## Bill of Quantities

COVER 'B'

## SCHEDULE OF QUANTITIES AND RATES

Amphibian Make:

Amphibian Model:

S.No	Description	Qty	Unit price
(A)	<p>Supply, testing, and commissioning of Amphibian Weed Harvester vessel &amp; other attachments, carrier trailer with <b>Complete Comprehensive Warrantee</b> for 2 years</p> <p>a) Amphibian Machine  b) Carrier Trailer  c) Rake Collector (Floating Weed Collector)  d) Submerged Cutter (Horizontal &amp; Vertical Cutter)  e) Cutter with collector</p> <p>The price should include Installation, Successful Commissioning, Testing, with Two years Comprehensive Warrantee /Maintenance, Transportation, Insurance, Custom Duties, including Entry Tax)  Quote should be including in words</p>	<p>1 No.  1 No.  1 No.  1 No.  1 No.</p>	
(B)	Operation charges of Amphibian machine, attachments for initial six months		
	Total (A) + (B) including in words.		

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

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

The rate quoted should include Entry tax, if any. There will be no liability on the part of Berhampur Municipal Corporation of in any event of demand for Entry tax after supply of machine. It is the complete responsibility of the tenderer to ensure that Entrytax, if needed shall be paid by them.

## Extended Comprehensive Guarantee/Warranty charges for Four years

	Description	Per Year			
		I Year	II Year	III Year	IV Year
		Rs.	Rs.	Rs.	Rs.
(C)	Extended Comprehensive /Warrantycharges for four(4) years after expiry of first(2year) Operation period				
	Total amount for 4 year period. (including words)				
<b>Grand Total</b>					

## Annual Maintenance Contract charges for Four years

	Description	Per Year			
		I Year	II Year	III Year	IV Year
		Rs.	Rs.	Rs.	Rs.
(D)	Annual Maintenance Contract charges for four(4)years after expiry of first(2year) Operation period				
	Total amount for 4 year period. (including words)				
<b>Grand Total</b>					

Signature of tenderer with stamp with Address

