THIS TENDER CONTAINS PAGE NO. 01 to 24

GANDHINAGAR MUNICIPAL CORPORATION

ONLINE TENDER PAPER

VOL-I:-PQ CUM TECHNICAL BID

Name of Work:Comprehensive Repairs and Services of 42 mtrs of Telescopic Hydraulic Platform of Gandhinagar Municipal Corporation, Gandhinagar

OFFICE OF THE

MUNICIPAL COMMISSIONER GANDHINAGAR MUNICIPAL CORPORATION

Multi-Storeyed building
"GHA" Road, Sector 11,
Gandhinagar - 382 011
PHONE - (O) +91-79-23220440/23253609
Fax: 079-23221419

Email: gmc8gandhinagar@gmail.com

Dy. Municipal Commissioner GMC- Gandhinagar

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Name of work: Comprehensive Repairs and service of 42 mtrs telescopic hydraulic platform of Gandhinagar Municipal Corporation, Gandhinagar

CHAPTER-1

NOTICE INVITING ONLINE TENDER (NIT)

Department Name	:-	Gandhinagar Municipal Corporation			
Office	:-	Dy. Municipal Commissioner Multi storey building "GHA" Road, Sector 11, Gandhinagar - 382011			
Division	:-	City Engineer, Gandhinagar Municipal Corporation, Multi storey building "GHA" Road, Sector 11, Gandhinagar - 382011			
Tender No.	:-	Tender Notice No.49/2019-20			
Name of Project	:-	Comprehensive Repairs and Service contract			
Name of Work	:-	Comprehensive Repairs and service of 42 mtrs telescopic hydraulic platform of Gandhinagar Municipal Corporation, Gandhinagar			
Contract Period	:-	90 days			
Bidding Type	:-	Open			
Bid Call (Nos.)	:-	1			
Tender Currency Type	:-	Single			
Tender Currency Settings	:-	Indian Rupee (INR)			
Joint Venture	:-	Not Applicable			

Amount Details

Bid Document Fee	:-	Rs.4,500/- (Non-refundable)+ 18%G.S.T.(by				
		D.D of nationalized bank only)				
Bid Document Fee Payable To	:-	The Dy. Municipal Commissioner,				
		Gandhinagar in form of Demand Draft only.				
EMD (INR)	:-	Rs. 1,00,800/ - having Six Months Validity				
		from the date of Issue in form of Demand				
		Draft/FDR of nationalized bank only.				
EMD in favour of	:-	The Dy. Municipal Commissioner,				
	Gandhinagar in form of Demand Draft/Fl					
		of nationalized bank only.				

Tender Dates:

Bid Document Downloading Start Date Bid Document Downloading End Date Date Pre bid meeting to be held at HO- Date 22/02/2020, 12-00 hrs.	
Bid Document Downloading End Date :- 06/03/2020, 17-00 hrs. Pre bid meeting to be held at HO- :- 02/03/2020, 12-00 hrs.	
Pre bid meeting to be held at HO- :- 02/03/2020, 12-00 hrs.	
GMC	
E-submission of Tender Documents The vendor shall submit following	
documents in the e-tender.	
(1) Scan copy of Tender fee & EMD	
(2) Scan copy of Solvency certificate	
(3) Copy of PAN and GST registration.	
(4) All the forms of PQ bid	
Last Date & Time for uploading :- Up to 06/03/2020, 17-00 hrs.	
(E-Submission) of tender documents	
Submission of documents through The Bidder will have to submit follow	zinα.
RPAD or speed post only to documents in a sealed envelope thro	0
following office. RPAD/Speed Post only upto 11/03/2020	
envelope must be superscripted with nam	e of
ADDRESS: work.	
(1) Letter of Application	
Dy. Municipal Commissioner (2) DD for Tender fees	
Multi storey building (3) FDR for EMD	
"GHA" Road, Sector 11, (4) Solvency Certificate	
Gandhinagar - 382 011 (5) Company Profile	
Bid Validity Period :- 120 days from date of opening of price bid	
E submission of the price Bid :- Vendor shall submit their offer in electr	onic
format on official website	of
<u>www.nprocure.com</u> No offer in physical f	orm
will be accepted and any such offe	r if
received by Dy. Municipal Commissioner	will
be outright rejected.	
PQ cum Technical bid Opening Date 13/03/2020, 12-00 Hrs. onwards, if poss	ible.
:- In the office of The Dy. Munic	
Commissioner, Gandhinagar.	-r
Price Bid Opening Date will be notified to the qualified Bidder	in
advance before opening	<u> </u>
Other Details	
T I	
Officer Inviting Bids :- The Dy. Municipal Commissioner,	
Gandninagar.	
Bid Opening Authority :- The Municipal Commissioner, Gandhinag	ar.
The Dy. Municipal Commissioner,	
Address Gandhinagar Municipal Corporation,	
Multi storey building "GHA" Road, Sector	11,
Gandhinagar - 382011	

General Terms and Conditions

- (1) Bidders can download the tender document free of cost from the website.
- (2) Bidders have to submit Price bid in Electronic form only on "n-procure" website till the Last Date & time for submission.
- (3) Offers in physical form will not be accepted in any case.
- (4) Free vendor training camp will be organized every Saturday between 4.0 to 5.00 P.M. at (n) code solutions-A Division of GNFC Ltd., Vendors are requested to take benefit of the same.

Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate as per Information Technology Act-2000 using it they can sign their electronic bids. Bidders can procure the same from any of license certifying Authority of India or can contract (n) code solutions-A division GNFC Ltd, who are licensed Certifying Authority by Govt. of India.

All bids should be digitally signed, for details regarding digital signature certificate related training involved the below mentioned address should be contacted:

(n) Code Solutions A division of GNFC 301, GNFC Info tower, Bodakdev, Ahmedabad – 380 054 (India) Tel: +91 26857316 / 17 / 18

Fax: +91 79 26857321

E-mail: nprocure@gnvfc.net Web-site: www.rnb.nprocure.com Toll Free: 1800-233-1010(Ext. 321)

Other Terms & Conditions as per detailed tender documents

TENDER NOTICE No.49/2019-20

GANDHINAGAR MUNICIPAL CORPORATION

On behalf of Commissioner, Gandhinagar Municipal Corporation, the Dy. Municipal Commissioner, Gandhinagar invites ON-LINE tenders from reputed firms with proven ability for repairs and service of Arial type hydraulic telescopic machines having electronics sensor controls repairs and/or replacement or OEM of such type of platforms.

Name of Work	Comprehensive Repairs and service of 42 mtrs telescopic hydraulic platform of Gandhinagar Municipal Corporation, Gandhinagar
Bid document fee(Non-refundable)	Rs.4500/- + 18% G.S.T (by D.D of nationalized bank only)
EMD	Rs.1,00,800/- in form of DD/FDR of nationalized banks only
Bid document downloading start date	22/02/2020, 12-00 Hrs.
Bid document downloading end date	06/03/2020, 17-00 Hrs.
Pre bid meeting to be held at HO-GMC	02/03/2020, 12-00 Hrs.
Last date of uploading (E-submission) of tender document through www.nprocure.com	Up to 06/03/2020, 17-00 Hrs.
Submission of documents through RPAD or speed post only to following office.	Up to 11/03/2020, 16-00 Hrs.
PQ cum Technical bid Opening Date	13/03/2020, 12-00 Hrs. onwards, if possible.

Detailed terms & condition and other related information is given in the Bid documents. Tender document can be available from www.gmc-egovern.org.in OR www.nprocure.com For further information please contact Dy. Municipal Commissioner, Gandhinagar Municipal Corporation during working days & office Hours on 079-23220440/079-23253609.

Dy.Municipal Commissioner Gandhinagar Municipal Corporation

CHAPTER - 2 INTRODUCTION

On behalf of Commissioner, Gandhinagar Municipal Corporation, the Dy. Municipal Commissioner, Gandhinagar invites ON-LINE tenders from reputed firms with proven ability for repairs and service of Arial type hydraulic telescopic machines having electronics sensor controls repairs and/or replacement or OEM of such type of platforms for the work of *Comprehensive Repairs and service of 42 mtrs telescopic hydraulic platform of Gandhinagar Municipal Corporation, Gandhinagar.*

2.1 Definition:

In the contract documents, the following expression shall have the meanings herein assigned to them except the contract otherwise requires.

- ➤ The Expression "GMC" means Gandhinagar Municipal Corporation.
- **"Contract"** means the notice inviting tenders, general conditions of contract, terms and conditions of contract, specifications, price bid, tender and contract agreement made at the time of awarding the work and also includes all correspondences done up to awarding of the contract.
- ➤ "Bidder"/" Contractor" shall mean the person or persons, firm, company or corporation who's tender has been accepted by the GMC and includes Bidder's/Contractor's personal representative, successors and permitted assignees or joint Bidders who shall be deemed to be bound jointly and separately.
- "Contract Period" means total time limit allowed for this work i.e. 12 months (Including off Season and extendable up to further 12 months) from the date of issue of work order by Dy. Municipal Commissioner's office.
- **"Engineer-in-charge"** (EIC) shall mean the Dy. Executive Engineer, Mechanical Division, GMC, Gandhinagar or his authorized representative who shall exercise only such authority on behalf of the Dy. Municipal Commissioner, GMC, Gandhinagar as may have been delegated to him from time to time.
- ➤ "Approved" means approval given in writing including verbal approval for which subsequent written confirmation is given and "approval" means approval in writing including as aforesaid.
- ➤ "Approved/Approval" means the approval in writing.
- ➤ "Competent authority" Officer or officers of the Gandhinagar Municipal Corporation competent to exercise the powers conferred upon him/them by the GMC/Government.

CHAPTER-3

INSTRUCTIONS TO BIDDERS

3.1 BID SUBMISSION

(1) The bid should be uploaded (submitted) through the official web site $\frac{\text{www.nprocure.com}}{\text{only up to }}$ only up to $\frac{17.00}{\text{obs}}$ hours.

The physical documents shall be submitted through RPAD/Speed Post only up to 11/03/2020, 16.00 hours. If physical documents is submitted late other than date stipulated than the tender shall not be accepted/considered in any case and it will be returned back to the bidder unopened.

The envelope must be super-scribed with name of work "Comprehensive Repairs and service of 42 mtrs telescopic hydraulic platform of Gandhinagar Municipal Corporation, Gandhinagar". GMC is not responsible if tender is not processed if on the cover name of tender work is not mentioned.

3.2 EARNEST MONEY DEPOSIT:

- (a) Bidder must submit Earnest Money Deposit as detailed in NIT in form of FDR drawn in favour of "The Dy. Municipal Commissioner, Gandhinagar, issued from Nationalized/Scheduled Bank having validity of minimum 06 Month.
- (b) Bid without EMD will be outright rejected.
- (c) If any Bidder withdraws bid after GMC has accepted their bid than this will be considered as default and accordingly EMD will be forfeited.
- (d) The EMD will be refunded to the unsuccessful Bidder within 01 months after finalization of the tender.
- (e) The EMD of the successful Bidder will be refunded on receipt of Security Deposit and Performance Security.

3.3 SECURITY DEPOSIT AND PERFORMANCE SECURITY:

The successful Bidder will be required to furnish a Security deposit of sum equivalent to 5% of the total contract price in form of D.D/FDR of nationalized bank and 5 % Performance Security in form of Bank Guarantee of nationalized Bank of sum equivalent to 10% of total contract price having validity of 36 months both in favour of The Dy. Municipal Commissioner, Gandhinagar.

a) If Bidder, after the issue of the communication of acceptance of his offer by the GMC, fails OR refuse to enter in to OR execute the agreement within 15 days or as extension granted by the GMC, the Bidders shall be deemed to have abandoned the contract and such an act shall amount to be construed as willful breach of contract. In such case the cost and consequences shall be on the sole account of the Bidder and accordingly the GMC shall have full right to claim damages in addition to the forfeiture of Earnest Money Deposit.

- b) The GMC may at their option forfeit the Security deposit and Performance Security if the Bidder fails to affect the supply or perform or observe the conditions of contract. The GMC will also be at liberty to deduct any sum that may be due to the GMC from the Security deposit and Performance Security or from any sums of money due or that may become due under any other contract to the Bidder. This is without prejudice to the rights of the GMC under the terms of the contract.
- c) The said Security deposit and Performance Security shall not in any way be construed as a limitation of the Bidder's responsibility or liability pertaining to his obligations and/or guarantees under the contract and shall be without prejudice and in addition to any other remedies available to the GMC in terms of the contract and/or the laws of the land.
- d) The security deposit and performance security will be released only on satisfactory completion of entire scope of works contemplated in this contract.

3.4 TIME SCHEDULE:

The time allowed for the commencement of the work shall be 90 days including mobilization of vehicle at work site or date of contract whichever is later.

3.5 RATES AND VALIDITY OF OFFER:

The Bidder shall quote the rates in Indian Rupees in online price bid only and the offer shall remain valid for 120 days from opening of price bid.

3.6 RIGHT OF THE GMC TO ACCEPT OR REJECT THE TENDER:

The GMC does not bind itself to accept the lowest tender and reserves the right to reject any or all tenders received without assigning any reason, whatsoever. Tenders in which any of the particulars and prescribed information is inadequate or incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected.

The Gandhinagar Municipal Corporation reserves the right to accept or reject any tender or drop the entire tendering process without assigning any reasons thereof.

3.7 MINIMUM PRE-QUALIFICATION CRITERIA AND EVALUATION PROCEDURE: The bidders will be qualified on the basis of their financial and experience which will

The bidders will be qualified on the basis of their financial and experience, which will be evaluated on the basis of the details submitted by them in **Pre-Qualification form** (I) to (V)

- A Financial Criteria
- **B** Experience Criteria
- C Specific credential

A. Financial Criteria.

- ✓ Average annual turnover of last 03 years will be considered for evaluation. It should be minimum 30% of total contract value-duly certified by Chartered Accountants.
- ✓ Solvency certificate: Bank Solvency of 20% of total contract value from Nationalized/Schedule bank. Latest Bank Solvency certificate specifically for this tender addressed to The Dy. Municipal Commissioner, Gandhinagar should be submitted.

B. Experience Criteria

In these criteria OEM of Fire vehicles and numbers of years of actual experience in Repairs and, Maintenance of Fire vehicles including repairs and maintenance or manufacturing of such types of vehicles will be taken in to consideration. The bidder shall have to submit copy of work order and its related work completion certificate along with their submission.

C. Specific Credentials

The agency can specifically show their similar work done before with a copy of work order and completion work certificate.

Definition of Similar Work: Similar work means Comprehensive contract for Repairs and servicing of Contract *of 30/42/55/80 mtrs Telescopic hydraulic Platform* of any of state/area/district.

3.8 OPENING AND ACCEPTANCE OF TENDER:

- a) The On-line tender PQ cum Technical Bid will be opened on 13/03/2020 at 12-00 Hrs.
- b) The Price bid will be opened on-Line of only those Bidders who are pre-qualified and technically qualified. The date and time of opening of the Price Bid will be notified to the qualified Bidders in advance before opening.
- c) Tenders submitted by Bidders shall remain valid for acceptance for a period of 120 days from the date of opening of the price-bid. The Bidder will not be allowed during the declared period of validity to revoke or cancel his tender or to vary any term thereof.
- d) If any Bidder withdraws his tender before the date of validity as declared, the EMD submitted by the Bidder shall be outright forfeited.
- e) During the process of Bid evaluation GMC may call the bidders for discussion /clarification and also asked for requisite documents against documents already submitted.
- f) The work will be awarded to the most competent lowest techno-commercial bidder after approval is obtained from the competent authority. Only the authorized representatives of the bidders will be allowed to remain present during bid openings.

3.9 ADDENDAM/CORRIGENDAM:

The Dy. Municipal Commissioner, Gandhinagar shall have the right to revise or to amend the contract documents prior to the date of receipt and opening of the tender aforesaid such revision or amendments or extensions, if any, shall be communicated to all concerned through GMC & n-procure website or by notice in the press, as may be considered necessary.

Addendam/Corrigendam to the tender documents shall be published by the Dy. Municipal Commissioner Gandhinagar prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions.

3.10 COLLECTION OF DATA - BIDDER'S RESPONSIBILITY:

- a) Before submitting the tender, the Bidder shall be deemed to have clearly understood and satisfied himself regarding the work and services, all conditions liable to be encountered during the execution thereof and that prices, rates quoted in the offer are adequate and all inclusive with respect to all factors, circumstances and conditions likely to be incidental, both direct and indirect, to the work and services.
- (b) The prices and amount quoted by the Bidder shall include all cost towards manpower, transportation, communication, including material & equipment, and other charges, direct and indirect, till the work is completed in accordance with the scope of the contract and contract period.

3.11 AMBIGUITY:

Should there be any ambiguity or doubt as to the meaning of any of the tender clauses/conditions or, if any further information is required, the matter should immediately be referred to the Dy. Municipal Commissioner, Gandhinagar Municipal Corporation, Gandhinagar in writing, whose interpretation shall be final and binding

3.12 PRE-BID MEETING:

A Pre-Bid meeting shall be held on 02/03/2020 at 12:00 Hrs. onwards in GMC. Bidders who have any queries should raise it through e-mail gmc8gandhinagar@gmail.com , fax: 079- 23221419, post and courier latest by 3 days before the date of Pre-Bid meeting. The queries should be addressed to the Dy. Municipal Commissioner, Gandhinagar Municipal Corporation, Gandhinagar in writing.

3.13 SIGNING THE CONTRACT:

The successful Bidder shall be required to execute an agreement in the Performa prescribed by the Gandhinagar Municipal Corporation (draft enclosed in the document) on Rs. 300/- stamp paper duly Notarized within 15 days from the date of issue of the notice of Letter of Intent. In the event of failure on the part of the successful Bidder to execute the agreement within the above stipulated period, or the period agreed by the GMC, the EMD submitted by him will be forfeited and apart from it GMC under such circumstances is entitled to treat the successful Bidder conduct as breach of contract and proceed accordingly for taking appropriate actions as per rules & regulation laid down by Government of Gujarat and/or GMC.

3.14 JURISDICTION:

The award of contract for the "Comprehensive repairs and services contract for Comprehensive Repairs and service of 42 mtrs telescopic hydraulic platform of Gandhinagar Municipal Corporation, Gandhinagar is subject to the jurisdiction of the local courts of Gandhinagar. High Court shall be Gujarat State located at Ahmedabad.

3.15 INSTRUCTIONS TO BIDDERS TO FORM PART OF THE AGREEMENT:

All these instructions, conditions, special conditions, if any, Technical specifications contained in the tender document and any correspondence related to this Contract shall form part of the agreement.

- **3.16** Letter of Application shall be submitted in proper format. Incomplete offers shall be rejected.
 - a) The bidder shall satisfy himself with regard to the nature of work to be carried out, its scope, the conditions of the contract, etc. included in the bid document.
 - b) The cost associated with the preparation and submission of bid shall be borne by the bidder and GMC shall in no case be responsible or liable for such costs.
- **3.17** The language for submission of bid should be in English.
- **3.18** The enclosed schedules should be filled in completely and all questions should be answered. If any particular query is not relevant, it should be stated as "NOT APPLICABLE".
- **3.19** Financial Data, Projects Costs, value of work etc. should be given in Indian rupees (INR) only. In case the reference works (as per PQ form No. IV) Executed in currency other than INR the bidder shall mention the exchange rate of INR prevailing that time with documentary evidence.
- **3.20** For any clarification the Dy. Executive Engineer (M), Mechanical Division, Gandhinagar Municipal Corporation, Gandhinagar may be contacted by prior appointment on any working day between 10.30 AM to 6.10 PM. For site visit and information regarding relevant data can be available from the office of Dy. Executive Engineer (Mech.), Mechanical Division, Gandhinagar Municipal Corporation, Gandhinagar.
- **3.21** If proprietor firm makes the application, it shall be signed by the proprietor with his full name and signature and details with its current address.
- **3.22** If the application is made by a firm in partnership, it shall be signed by all the partners of the firm, above their full names and current addresses or by a partner holding the power of attorney of the firm by signing of the application in which case a certified copy of the power of attorney shall accompany the application A certified copy of the partnership dead, current address of the firm and the full names, and current of all the partners of the firm shall also accompany the application.
- 3.23 If limited company or a limited corporation makes the application, a duly authorized person holding the power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application shall sign it. Such limited company or Corporation will be required to furnish satisfactory evidence of its existence before the contract is awarded.

- **3.24** Information furnished must be sufficient to show that the applicant is a capable in all respects to successfully complete the envisaged contract works strictly on the basis of the applicant, having already carried out satisfactorily works of similar size, nature and complexity.
- **3.25** While submitting the schedules, duly filled in, the applicant shall enclose the latest copies of brochures and technical documentation giving more information about the firm and all the members.
- **3.26** A Bidder shall furnish Memorandum of Articles of the company in case of limited firm, certified partnership deed in case of partnership firms, affidavit in case of proprietorship firm.
- **3.27** Bidder shall furnish detail of company profile, organization structure, personnel profile and key managerial members etc. shall be furnished in <u>Form-III (General information)</u> of the document.
- **3.28** Details of the litigation, if any, during last three years shall be furnished.
- 3.29 The Bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the amount quoted by him in the tender form which amount shall cover all temporary works, supervision, transport night work and all matters / things necessary for the proper completion and maintenance of the work.
- **3.30** A Bidder may without prejudice to himself withdraw his tender after it is submitted/ delivered, but before the pre cum technical qualification bid is opened. The request for such withdrawal should be given in writing.
- 3.31 The PQ cum Technical Bid should contain all other documents (except the price bid) viz; specifications, general conditions etc. and Bidder's letter regarding deviations to the general terms & conditions, if any. It should be very clearly understood that the PQ cum Technical Bid should be restricted to only "Pre-qualification and Technical matters and the tender amount of other price should not be discussed in the PQ cum Technical Bid. Conditions in "PQ cum Technical Bid" should be specific so as to evaluate them correctly and to arrive at the correct financial effect.
- **3.32** PQ cum Technical Bid will be opened online at the notified date and time. If required, the bidder will be asked to give clarification in regards to their submission then the bidders have to provide the clarifications/details within the stipulated time.

CHAPTER- 4 GENERAL CONDITIONS

- 4.1 The tender shall be accompanied by the following documents:
 - a) A list of all the documents attached with tender application as listed in Notice Inviting on-line tender.
 - b) The covering letter from the tenderer, detailing various consideration in the tender and giving attested signature and detailed address of the Tenderer/his authorized representative who shall have to negotiate on behalf of the firm. (Online authorization letter)
 - c) FDR towards EMD of any Nationalized/ Scheduled Bank payable at Gandhinagar drawn in favour of "Dy. Municipal Commissioner, GMC-Gandhinagar."
 - d) Information in the accompanying Performa as detailed below:

Form I : Letter of Application

Form II : Document Fees & EMD Details

Form III : General information

Form-IV : Financial data

Form-V : Undertaking

- 4.2 Tenders submitted by the companies registered under the Indian Companies Act for the time being in force, shall be accompanied by certified true copies of Resolution extract of Articles of Association, special or general power of attorney etc.
- 4.3 The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the amount quoted by him in the tender form which amount shall cover all temporary works, supervision, transport night work and all matters / things necessary for the proper completion and maintenance of the work.
- 4.4 In the event of failure of the tenderer, to pay the necessary security deposit within the period stipulated and intimated to him, from the date of notice sent by Regd. A.D./ Speed post/fax (whichever is earlier) than the amount of EMD submitted shall be forfeited and the acceptance of his tender shall be considered as withdrawn.
- 4.5 PQ cum Technical Bid will be opened online at the notified date and time. Time & date for opening of the "Price Bid" shall be determined by the Dy. Municipal Commissioner, GMC, Gandhinagar and intimated to the tenderer after the Technical proposals are opened and analyzed and all clarifications, price variations, if any etc. is obtained.
- 4.6 All the required details listed in tenders must be filled and submitted.

CHAPTER-5 GENERAL AND SPECIAL CONDITIONS

GENERAL CONDITIONS:

- a. Service station/Workshop Facility:
 Contractor / Authorized Agency shall have service station / workshop for carrying out these type of skilled works.
- b. GMC will not provide any skilled or unskilled work force, machinery or equipment other than that specified in the TENDER. It is absolute responsibility of contractor to look after all sorts of maintenance whether preventive or breakdown.
- c. The quality of all consumable and spare as per manufacture recommendation shall be made available at site/workshop all the time and will be verified by vehicle pool department.
- d. The Agency is not allowed for sub-contracting the entire works.
- e. Contractor shall comply with all safety rules and regulations and all inter disciplinary measures as followed by the GMC.

SPECIAL CONDITIONS

1. RESPONSIBILITIES OF THE CONTRACTOR:

- The Contractor shall without in any way detracting from the generality of any of his powers contained in the agreement have the right and power to act in its own capacity or in the name of the GMC to do or perform any and/or all functions stated here under.
- The "Contractor" shall engage and provide the required personnel for Repairs and Services of 42 mtrs hydraulically telescopic platform all matters pertaining to their discipline, labour relations, insurance, welfare and amenities as required by the National Statutory requirements.
- The Contractor shall be liable to pay for all types of taxes excluding GST pertaining to their duties/responsibilities as envisaged in this agreement. The Contractor shall endeavor to ensure that the said personnel/shore staff duly pays taxes if any payable by personnel on GMC engaged by the Contractor for duties on GMC the fleets and /or any shore staff of the Contractor employed for the purpose.
- The GMC at the time of making payment to the Contractor shall deduct income tax at source under provision of section 1940 of the Income tax act, 1961 or any subsequent modifications thereof. The GMC shall issue necessary Tax Deduction certificate to the Contractor in accordance with the rules prescribed under the said Income tax act/service tax act or any subsequent modifications thereof.

2. FORCE MAJEURE:

If the performance of this agreement is impeded or there are reasonable grounds for anticipating that the same is or threatens to be impeded or rendered impossible by Force Majeure including imminent outbreak of or existence of hostilities or war like operations, whether declared or not and strikes, lock-outs, riots and civil commotions and such situation continues for a prolonged period excluding idle time as per tender document, then either party may by giving notice in writing to the other determine this agreement provided that such termination shall not become effective until the units has

been delivered to the "GMC" at a safe location and shall be without prejudice to existing rights and obligations of both parties on the date of termination.

3. LIQUIDITY DAMAGES FOR DELAY:

- (i) If the Contractor fails to complete the work under contract by the stipulated date, he shall pay liquidated damages of at the rate of 0.1% of the contract value per day from the date of delaying the said work up to the date of completion and handing over to the Government.
- (ii) The aggregate maximum of liquidated damages payable under point (i) shall not exceed 0.1% of contract value per day and shall be subject to the maximum amount of 10% of the estimated amount put to tender.
- (iii) Delays requiring payment of ten percentage liquidated damages of the amount put to tender for performance shall be sufficient causes for termination of contract and for forfeiture of security deposit including amount of performance bond.

4. DEFAULT BY CONTRACTOR:

If the Contractor shall neglect on fail to proceed with the work with due diligence or if he violates any of the provision of the Contract, the Engineer – in –charge small give the Contractor a notice, identifying deficiencies in performance and demanding corrective action.

If the contractor fails to take satisfactory corrective action within ten days after receipt of such notice, the Engineer-in-charge on behalf of GMC shall terminate the contract in whole. In case the entire contract is terminated, the amount of security deposit and performance bond if any together with the value of the work done but not paid for, shall stand forfeited to the GMC. Termination of the contract in whole shall be an adequate authority for the Dy. Municipal Commissioner Demand discharge of the obligations from the guarantors of the security for the performance.

5. EXTENSION OF TIME:

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Engineer-in-charge before the expiration of the period stipulated in the tender or before the expiration of 15 days from the date on which he was hindered whichever is earlier and the Engineer-in-charge may, if in his opinion, believe that there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Engineer-in-charge in this matter shall be final

6. **DEFECT LIABILITY PERIOD**:

The contractor shall be responsible to make good and remedy at his own expenses any defect which may develop or may be noticed before the period mentioned hereunder from the certified date of completion. The Engineer-in-charge shall give the contractor a notice in writing about the defects and the contractor shall make good the same within 15 days of receipt of the notice. In the case of failure on the part of the contractor, the Engineer-in -charge may rectify or remove or re-execute the work at the risk & cost of the contractor. The Engineer-in-charge shall be entitled to appropriate the whole or any part of the amount of security deposit towards the expenses, if any, incurred by him in rectification, removal or re-execution. The defect liability period shall be 3 months from the certified date of completion.

CHAPTER-6 TECHNICAL DETAILS

GENERAL DETAILS

This vehicle is an aerial telescopic hydraulically operated platform, also known as an aerial device of 42 mtrs elevation specifically used to rescue and firefighting the people at elevating platform, is a mechanical device used to provide temporary access for people or equipment to inaccessible areas, usually at height.

This is generally used for temporary, flexible access purposes by firefighters for emergency access, which distinguishes them from permanent access equipment such as elevators.

The chassis is made from Volvo Company and Arial platform is mounted on the chassis. The controls are electronically operated sensors, working automatically and mechanically.

SCOPE OF WORK

The scope of work includes inspection and repairs/replacement of all parts like rear penal jack, boom angle sensor, jib angle sensor, cage and turret control, jack retract sensor, display, boom support sensor, oil filter element set, chassis sensor, load sensor, PCB alarm, PCB head, jack control electronic plate, jack flashing light, cage leveling sensor, ladder sensor, bubble gauge, outrigger length sensor set complete, Jack plate bracket, cage rotation motor and all switches, breathing air supply line, regulator, mask, boom jib hydraulic hoses, boom/jack sequence valve, etc. The spares which are to be replaced are exactly as per the original company spares.

The work also includes repairs of hydraulic unit with replacement of oil and making the all hydraulic assembly to work satisfactorily. All hydraulic hoses to be changed and it should be of tested quality. All hydraulic cylinders to be tested hydraulically. The hydraulic oils are to be refiled by new one. All rubber rings, oil seal etc. to be replaced.

The electrical and electronical sensors are to be inspected and repairs/replaced. The satisfactory test and trial will be taken.

The work of complete tyre replacement is also included. The tyres should be radial type and replaced by the standard company and old tyres to be given back to GMC.

If it is desired to replace any spare parts other than the estimated, the agency has to inform in writing well in advanced to the GMC with the proposal of extra expenditure to be incurred and submit the same so that GMC can be able to decide for the same and take necessary action.

The GMC will allow the vehicle to send this vehicle at agency designated workshop if it is feasible for which GMC will not bear any extra cost and after completion of work the agency has to return the fire vehicle back to GMC destination without any extra cost. The agency will also be allowed to work at GMC location if they found it proper to carry out the work at his own risk. No extra payment or no any claim shall be entertained for this.

INSPECTION COMMITTEE:

The commissioner reserves right to carry out inspection as and when required without intimating the contractor, at the location where work is in progress. The commissioner has formed the following committee for the inspection and suggestion if any:

- 1. Dy. Municipal commissioner
- 2. City Engineer
- 3. Director, State Fire Prevention Services
- 4. Fire officer of GMC
- 5. Dy. Executive Engineer or Engineer-in-charge

Any of the above officer will visit the site at the time of the work. Any shortcoming found during inspection will be intimated to the contractor or his supervisor orally or in written which shall have to be attended immediately by the contractor or his supervisor. The committee will also inform the concern EIC in writing for any suggestions.

PAYMENT TO THE CONTRACTOR

The Invoice may be submitted after completion of work. The 80% payment shall be made after successful completion of work and satisfactory load trials. Next 20% payment shall be released after Payment will be released after 3three months of successfully working.

The Invoice submitted by the contractor shall be paid within Fifteen (15) banking days if possible. If payment is delayed beyond GMC control than no interest will be paid for late payment.

WARRANTY OF WORK:

The contractor has to give warranty of the work for minimum of six months after completion of work. Whatever spare parts if not working, the contractor has to replace free of cost. No extra payment shall be reimbursed for any spares, labour or transport of spares. Labour or technician. The unit should be handed over in working condition.

TERMINATION OF CONTRACT

The contract shall stand terminated at the end of the contract period unless extended by the corporation in writing. The corporation reserve right to treat continuous shortcomings as "Deficiency of Service" and terminate the contract after giving 15 days' notice.

CHAPTER-7 ANNEXURE-I PQ FORM- I LETTER OF APPLICATION

To,
Municipal Commissioner
Gandhinagar Municipal Corporation
Multi storey building
"GHA" Road, Sector 11,
Gandhinagar - 382 011

Dear Sir,

Having examined the Bid documents including scope of works and time frame of the aforesaid work, we hereby submit all necessary information and relevant documents as desired.

The application is made by us on behalf of......duly authorized to submit the offer.

The necessary evidence admissible in law in respects of authority assigned to us on behalf of the firms for applying and for completion of the contract document is attached herewith.

It is certified that the information furnished in this document is true and authentic.

We undersigned accept that the employer (GMC) reserves the rights to reject prequalification for this work without assigning any reason.

Date:

Place:

Signature of the applicant

(Name in bracket) Seal of firm

Encl:

- 1. Bid Document Fee
- 2. EMD
- 3. G.S.T registration Certificate
- 4. Certified copy of partnership deed of the partnership firm, certified copy/copies of Articles of Association, Certified copy of subsidiary company, Memorandum of Association and Certificate of Incorporation of the registered company.
- 5. Latest brochures and any other technical documentation of the projects/works.
- 6. Annual audited balance sheets as mentioned in the form IV certified by independent Chartered Accountants.
- 7. Solvency certificate from Nationalized /Scheduled bank.
- 8. Performance Reports and other documents enclosed in support of the information furnished in the BID.
- 9. Photocopy of PAN card.

PQ FORM- II

Document Fees & EMD Details

Document Fees Detail					
Document Fees					
D.D. No.					
Bank Name & Address					
Date of DD					
EMD Detail					
EMD Amount					
FDR No.					
Bank Name & Address					
Date of FDR					
Valid Up to					

PQ FORM-III General Information

1.	Name of firm:					
2.	Head office address:					
3.	Local office address (if any):					
4.	Telephone:	Contact:				
5.	Facsimile:					
6.	Place of incorporation / registration: Year of incorporation / registration:					
7.	GST No. (copy of registration):					
8.	PAN No.(copy of PAN card):					
9.	Main lines of business experience:					
	1.	Since:				
	2.	Since:				
	3.	Since:				
	4.	Since:				
10.	Details of office set up with staff name, designation, & other details					
11	Details of workshop facility with phone no. address and equipment etc.					

PQ FORM- IV Financial Data

(In Rs. Lacks)

Particular	Year	Value
Turn Over.	2015-2016	
	2016-2017	
	2017-2018	
Net Worth.	2018-2019	

Supporting documents duly certified by Chartered Accountant to be submitted along with tender application.

PQ FORM- V

(On 100 Rupees Stamp paper)

Ref:						Da	te:	
			UNDEI	RTAKING				
We he	ere by	undertakes	and	confirms	that	our _ have	agency e been	-
black list	ed nor l	banned for tend	ler parti	cipation or	executio	on of the	e works	by any
Govt./PS	U Autho	ority ever.						
Thanking	gyou,							
Yours fai For M/s								
(Name of	Authori	zed signatory)						
Sign and	Seal_							

CHAPTER-8 ANNEXURE - 2 DECLARATION REGARDING WORKS ON HAND WITH TENDERER

Sr. No.	Name of work	Place	Estimated Cost	Date of issue of work order	Stipulated period of completion	Amount of work done on date of filling tender	Brief details of delay if any	Remark
1	2(a)	2(b)	3	4	5	6	7	8

Note 1: Amount of work in column 6 should be given up to the month previous to the month In which tenders are invited.

Note 2: Necessary certificate from the officer concerned shall be attached with the tender.

Signature of Tenderer with date