

SAMBALPUR MUNICIPAL CORPORATION

**SAMBALPUR
GOVERNMENT OF ODISHA**

RFQ NO: - 4042/SMC Date – 21-03-2024

REQUEST FOR QUOTATION

Annual Rate Contract for Supply and Operation of Power Screen (Make- TEREX WARRIOR-1200) Machineries including heavy vehicles for Segregation of legacy waste located at dumping site in Sambalpur Municipal Corporation on Hiring Basis.

TENDER SCHEDULE

Availability of Tender documents	: 23.03.2024 at 11:00 A.M.
Last date for submission of Sealed Tender	: 06.04.2024 up to 5:00 P.M.
Opening of Technical Bid	: 08-04-2024 at 11:00 A.M.
Opening of Financial bid	: 08-04-2024 at 12:00 Noon.

Issued by:

**Commissioner
Sambalpur Municipal Corporation
Sambalpur**

Sambalpur Municipal Corporation ,Sambalpur

Letter No. 4042/(SMC)

Dated the 21/03/ 2024

RFQ NO: - 4042

1.	The Commissioner, Sambalpur Municipal Corporation (SMC), Sambalpur, Government of Odisha invites technical and financial proposals from reputed implementing Agency/ Firms of National and International repute for “Annual Rate Contract for Supply and Operation of Power Screen (Make- TEREX WARRIOR-1200) Machineries including heavy vehicles for Segregation of legacy waste located at dumping site in Sambalpur Municipal Corporation on Hiring Basis “as detailed in the scope of work in this DTCN. The interested and eligible Agency/Firms with valid Registration Certificate as a Company, as detailed in DTCN, may apply for the same in OFF-LINE mode. (For details visit www.smcsambalpur.nic.in).		
2.	Nature of Works	:-	Annual Rate Contract for Supply and Operation of Power Screen (Make- TEREX WARRIOR-1200) Machineries including heavy vehicles for Segregation of legacy waste located at dumping site in Sambalpur Municipal Corporation on Hiring Basis
3.	Tender (Bid) Cost	:-	Rs.10,000/- + 18 % GST
4.	EMD	:-	Rs.50,000/-
4.	Availability of bid document in the website	:-	From 11.00 A.M. of 23.03.2024 to 06.04.2024 up to 5:00 P.M.
5.	Last date of receipt of Bid	:-	06.04.2024 up to 5:00 P.M.
6.	Mode of Receipt of Bids	:-	Through Speed Post/ Registered Post (India Post)/ and by no other means.
7.	Date of opening of Technical Bid	:-	Date: 08.04.2024 at 11:00 A.M.
7.	Date of opening Commercial Bid	:-	Date: 08.04.2024 at 12:00 Noon
8.	Address for Business query and correspondence	:-	Sambalpur Municipal Corporation, Sambalpur-768006 Website- www.smcsambalpur.nic.in E-mail Id- sambalpurm.hud@nic.in
9.	The bidders have to participate in OFF-LINE bidding only. Further details can be seen from the Sambalpur District website (www.smcsambalpur.nic.in). Any addendum /corrigendum / cancellation of tender can also be seen in the said websites. If any query, then contact E-mail ID - sambalpurm.hud@nic.in.		

**Commissioner
Sambalpur Municipal Corporation
Sambalpur**

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DISCLAIMER

- 1) All information's contained in this RFQ subsequently provided are in good faith. This RFQ is not an agreement or an offer by SMC to the prospective applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation and submission of their applications pursuant to this RFQ.
- 2) SMC accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this RFQ.
- 3) SMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFQ, without assigning any reason or providing any notice and without accepting any liability for the same.
- 4) The issue of this RFQ does not imply that SMC is bound to select an applicant or to appoint the selected applicant, as the case may be. SMC reserves the right to cancel this request for RFQ and/ or invite afresh with or without amendments to this request for RFQ, without liability or any obligation for such request for RFQ and without assigning any reason. Information provided at this stage is merely indicative.

1.

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INVITATION FOR PROPOSAL

Introduction:

Sambalpur Municipal Corporation intends to Hire Management operator for Segregation of legacy waste located at the dumpsite in SMC by a competitive bid process. The Operator is expected to install machinery of required capacity for segregation of the existing legacy solid waste and subsequently reclaim the land with Zero residue as per SWM Rules 2016, CPCB 2019 guidelines and other applicable rules and regulations from the interested Agencies/Firms having adequate experience, expertise in the specified field of environmental cleaning and maintenance and adequate financial strength in **OFFLINE MODE**.

The contract shall be initially for a **period of 6 (Six) months** from the date of signing of Agreement. The contract period may be extended for a further period of one year, subject to satisfactory performance of the Agency/Firm which will be evaluated after completion of the contract.

A "Single Stage" bidding process is planned to be followed for evaluating and determining the successful bidder. The bidders would be required to meet the minimum threshold Technical Qualification Conditions for qualification to undertake the Project as set out in this RFQ document. This qualification assessment would be carried out as part of the current bidding and evaluation process. The Financial Proposal of only those bidders that possess the minimum threshold Technical Qualification Conditions and other relevant documents needed for the project would be opened and evaluated.

The RFQ document contains information about the Project, bidding process, proposal submission, qualification and financial proposal requirements. All proposals would be evaluated in terms of technical and financial capability of the companies.

Interested Bidders may either download the RFQ document from the website www.smcsambalpur.nic.in by paying non-refundable processing fee for **Rs. 10,000/- (Ten Thousand Rupees only)** + 18 % GST in the form of Demand draft drawn in favour of "Commissioner, Sambalpur Municipal Corporation, Sambalpur, Odisha.

The RFQ submissions must be received latest on 06.04.2024 till 5:00PM in the manner specified in the RFQ document at the address given and Sambalpur Municipal Corporation shall not be responsible for any delay in receiving the Proposal and reserves the right to reject and/ or accept any or all the Proposals without assigning any reason thereof.

2. PROJECT

Broadly, the Project involves the remediation of the unprocessed legacy mixed waste but is not limited to excavating compacted mixed solid waste which underwent biological degradation, by using suitable Mechanical Sieving Machine or any other appropriate equipment and taking all the materials excavated, in the assigned land areas and retrieving, recoverable materials and segregating, sorting, selling, co-processing, storing, diverting for recycling the excavated materials and undertaking any other process notified by CPCB ,MoHUA and Govt. of Odisha guideline applicable for processing of legacy waste, so as to achieve the objective of Zero residue dumpsites at the above locations.

3. TERMS AND CONDITIONS

A). GENERAL TERMS AND CONDITIONS:

1. The equipment must be in Good (New) - Road Worthy condition, shall not be more than two years old from the date of initial registration and must have valid Registration Certificate, Insurance Certificate, Fitness Certificate, valid Contract Carriage Permit, proof of up-to-date tax payment etc. which are mandatory for operating the equipment.
2. The driver/operator of the machinery equipment must have a valid License for driving heavy transport and should be sufficiently experienced in driving/operating the required machinery equipment.
3. The Driver/operator should be well behaved, gentle and obedient in nature.
4. A sum of Rs. 10,000/- (Rupees Ten Thousand Only) shall be deposited by the intending bidders in shape of Demand Draft of any Nationalized Bank drawn in favor of 'The Commissioner, SMC, Sambalpur' and submitted along with the quotation as Tender Paper Cost which is a non-refundable fee for all the bidders. Bidders will be rejected for non-submission of tender fee cost.
5. *The monthly rate of hire charges is quoted separately in the general bid information.*
6. The details of the make and year of manufacture of the all-machinery equipment, registration no. and name of the driver/operator with Driving License No. and period of validity should be specifically provided in the general bid information to be furnished with the Quotation.
7. The Quotation completed in all respect should reach undersigned on or before 06-04-2024 by 5:00 P.M. and the technical bid shall be opened on date 08.04.2024 at 11:00 A.M. in presence of the bidders or their authorized representatives. The financial bid of the technical qualified bidders will be opened on date 08.04.2024 at 12.00 Noon. The date of financial bid opening is tentative and the date may vary, which will be notified to the technical qualified bidders.
8. Any changes made in the RFQ will be published as Corrigendum in the SMC website mentioned

above.

9. The application form of quotation containing General Bid Information & Terms and conditions for Hiring of Terex is along with RFQ.
10. The Bidder shall be an independent legal entity such as an individual, proprietorship firm(s), registered Partnership Firms, registered Company, registered Society, Registered Trust and Joint Venture.
11. The bidder shall have the right to use the Technical Capability and/or Financial Capability experience of its Parent Company. However, the bidder should be a wholly owned subsidiary of the Parent Company.
12. The selected bidder shall be responsible for providing, finance, procure, operate and maintain the project in accordance with the provisions of the Agreement to be entered between the Selected Bidder and the Sambalpur Municipal Corporation.
13. The bidder should be legally competent to enter into a contract as per prevailing Indian Laws.
14. The Agency/Firm shall **deploy the machines within 07 days of date of issue of letter of acceptance**, failing to which the workorder will be forfeited.
15. **Sambalpur Municipal Corporation shall not be responsible for any damage caused to this deployed Machinery equipment by Agency/Firm due to any accident/fire/theft/natural calamity or any unforeseen circumstances or during performance of its duty.**
16. The Pollution Control Certificate issued by the authorized agency should always be with the machines along with all required statutory necessities. Any Challan/penalty/fine imposed by any other agency will be borne by the contractor/agency.
17. The machine(s) may be inspected by the officials of Sambalpur Municipal Corporation/Authorized person at the time fixed by the SMC authority before deployment of machines in SMC to ensure effective/smooth service.
18. In case, the successful bidder is found to have committed breach of any terms and condition of contract at any stage, legal action as per rules/laws shall be initiated against the agency concerned. The bidder shall also be blacklisted from the list of SMC in future work for the specified period.
19. The Agency/Firm shall be responsible for making payments of wages and other benefits/perks to the drivers/operators and other staff required for this contract engaged by him as per the rates fixed by Govt. of Odisha under Minimum Wages Act.
20. The Agency/Firm shall not be entitled to claim interest on the bid security /performance security.
21. The Agency/Firm will be responsible for payment of damage in case of any accident of whatsoever nature during the period of the contract. The contractor shall be bound to keep the vehicle comprehensively insured during the period of the contract and supply a copy thereof at the time of execution of the contract and provide a copy thereof at the time of renewal, if any.
22. In case of the absence of the Operator, the agency has to provide the substitute. If the agency fails to provide the substitute of Operator, a penalty as per decided by the authority shall be imposed.

23. In case of frequent violation, the contract may be terminated by the SMC, Sambalpur. All the operator deployed should be above 18+ years.
24. The agency will take care of Insurance of the Vehicles as well as of the Drivers/ Helpers.
25. The SMC is not bound to accept the lowest rates and reserves the right to accept tender in whole or in part or can reject it entirely without assigning any reason.
26. In case of default or abrogation of the condition stipulated, the EMD shall stand Forfeited
27. The agency should submit their bid(s) in the format attached
28. The agency shall abide by all statutory laws, rules and regulations of the State Govt. Central Govt. as per jurisdiction.
29. **Quoted rate shall be valid for 3 (Three) years. No escalation in price on account of any reason whatsoever will be allowed during the contract period.** The contract price shall be inclusive of all types of taxes, duties, levies, parking and service charges. No variation in above taxes, duties etc. will be entertained during the contract period.
30. No. of Machine will increase / decrease as per the requirement of the SMC.
31. The contract cannot be outsourced/ sublet to third party

B). TERMS & CONDITIONS FOR HIRING OF MECHANICAL EQUIPMENT:

The following terms and conditions must be fulfilled by the successful bidder for providing a Mechanical Equipment on hire on monthly rent basis.

- A. The hired Machine, during period of contract, shall have all necessary valid MV documents such as, valid Registration Certificate, Insurance Certificate, Fitness Certificate, valid Contract Carriage Permit proof of up-to-date tax payments etc. and D.L. of the driver available all the times. **The Administrative Authority of SMC shall not be responsible for any damage/loss caused to hired Mechanical Equipment or loss of life / injury made to any person or damages to any property on account of use of hired Mechanical Equipment any manner whatsoever.** The hires shall be responsible for all such litigation.
- B. The hiring charges to be paid on monthly basis which includes cost of fuel, lubricant & cost of Manpower. **All the expenditure of the Mechanical Equipment towards repair, replacement of spare parts Lubricating oil of Engine, Gear Box & differential coolant, Tires& Tubes, Battery etc. will be borne by the bidder.**
- C. It shall be the responsibility of the bidder to provide a good driver/operator and the salary of the driver/operator shall be borne by the bidder.
- D. Monthly hire charges of selected bidder will be paid in every succeeding month, within thirty days of the submission of bills by the service provider and no advance payment in any manner will be made.

- E. If the services are found to be unsatisfactory, the Administrative Authority of SMC shall give 15-days' notice and terminate the agreement.
- F. In case the service provider intends to withdraw the services of his Machines and terminate the agreement, it shall be mandatory upon him to grant 15-days' notice before such withdrawal of service and termination of agreement.
- G. If the bidder violates any of the terms of contract Agreement, the Administrative Authority of SMC shall forfeit the entire amount of security deposit.
- H. Only those bidders meeting both the following "General Terms and Conditions" and "Terms and Conditions for Hiring Equipment" to the relevant documents as per other provisions of the RFQ Document will be "Technically Qualified" for the Project.
- I. In case of break down, the agency will be responsible for repair and maintenance of the machine and will arrange alternate machine within 48 hours. SMC will not pay any type of compensation for replacement/maintenance/damage of the vehicle
- J. The penalty for total breakdown period excluding routine maintenance may be decided by the officials of Sambalpur Municipal Corporation/Authorized person at the time of agreement.
- K. The period of contract can be extended on the same rates, terms and conditions for a further period at the discretion of the Commissioner, SMC, Sambalpur
- L. In case the bidder intends to lease the machine, then the bidder has to provide the lease agreement
- M. **The Hiring Cost shall include total management of operation of the said machineries including manpower & POL.**

C). TECHNICAL CAPABILITY OF BIDDER / CRITERIA FOR EVALUATION:

The prospective bidder shall be considered as eligible bidder if the bidder fulfils and submits the following with the RFQ documents:

1. Only a duly registered firm can submit bids. The firm shall provide the certificate of registration, along with GST registration number.
2. The bidder shall submit the make, model and technical specifications of the machines to be deployed.

D). FINANCIAL CAPABILITY OF BIDDER / CRITERIA FOR EVALUATION:

The prospective bidder shall be considered 'financially' eligible if the following criteria are fulfilled:

- a. The bidding Firm/Contractor/Agency shall have minimum average Annual Turnover of Rs. 15 lakhs during the last three financial years (2022-23, 2021-22, and 2020-21).
- b. The bidding firm/Agency shall have the following certificates/registration:
 - (i) GST Registration
- c. Copies of registration certificate of the firm/company, Memorandum and Articles of Association in case of firm registered under the Companies Act, & copies of Balance Sheet & Income Tax return for the previous three years (2022-23, 2021-22, and 2020-21).
- d. The bidder should have GST No and should have submitted the last GST return.
- e. The bidder should have valid PAN in its name.
- f. Bidder or its associates should not have been terminated / blacklisted by any government sector, PSU, Municipal Corporation and Sambalpur Municipal Corporation, Sambalpur as in the past for nonperformance.

E). PARTIES:

The parties to the contract are the prospective contractor and the SMC.

G). ADDRESSES:

For all purposes of the contract including arbitration there under, the address of the contractor and other contact details mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to the office of SMC. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

H). EARNEST MONEY:

Earnest Money of Rs. 50,000/- (Rupees Fifty Thousand) only in the form of demand draft of any scheduled bank must be deposited with Commissioner, Sambalpur Municipal Corporation, Sambalpur -753001, by the bidders. The validity of the demand draft should be up to 3 (Three) months at the time of submission of tender documents. The demand draft shall be in favor of Commissioner, SMC, Sambalpur; payable at Sambalpur.

- i. No request for transfer of any earlier deposit of earnest money or security deposit or adjustment of payment of any pending bill with the Commissioner SMC, Sambalpur in respect of any previous work will be entertained.
- ii. Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid earnest money will be forfeited.
- iii. No claim shall be entertained by the SMC in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

iv. The tenders, without Earnest Money, will be summarily rejected.

I). ONE BID PER BIDDER:

Each bidder shall submit only 1 (One) bid/proposal for the Project. Violation of this shall lead to disqualification of the Bidder.

J). PROPOSAL PREPARATION AND COST:

All Bidders are required to submit a detailed proposal (the "Proposal" or "Bid") in accordance with the guidelines set forth in this RFQ Document. The cost of preparation of Proposal and related expenses shall be borne by the Bidders themselves.

K). RIGHT TO REJECT PROPOSALS:

Commissioner, SMC, Sambalpur reserves the right to reject any/all proposals including the lowest Proposal or withdraw the invitation of the proposal at any stage without citing any reason. Nothing contained herein shall confer any right upon a Bidder or create any obligation/liability upon Sambalpur Municipal Corporation of any type whatsoever.

4. TENDERING PROCEDURE AND SCHEDULE:

1 Bid Opening Process:

- (a) In case of one bid system, technical & financial bid will be opened as per the schedule or as per the date of notification in the presence of representatives of the bidders in the office chamber of Commissioner SMC, Sambalpur
- (b) In case of two bid system, The Technical Bid will be opened in the first instance in the presence of Technical Evaluation Committee (TEC), representatives of the bidders in the office chamber of Commissioner SMC, Sambalpur
- (c) Financial bids of only those bidders, whose bids are found technically qualified, by the Technical Evaluation Committee, will be opened in the presence of the Technical Evaluation Committee (TEC) and vendor's representatives subsequently at a later date for further evaluation. Date and Time of financial bid opening shall be intimated to technically qualified bidders only.
- (d) One authorized representative of each of the bidder would be permitted to be present at the time of opening of the bids.
- (e) The authorized representative of bidders presents at the time of opening of the bids shall be required to sign an attendance register as a proof of having attended the Technical/Commercial bid opening session.

2 Signing of Tender:

Individual signing the tender or other documents connected with this contract must specify whether he signs as: -

1. A "sole proprietor" of the concern or constituted attorney of such sole proprietor.
2. A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm. A scanned copy attached with the tender.
3. Director or principal office duly authorized by the Board or Directors of the Company, if it is a Company.

Notes:

- a) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary public, should be furnished on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. A scanned copy of the certificate of registration of firm should also be enclosed along with the tender.
- b) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.
- c) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the SMC may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

3 Confidentiality

Information relating to the evaluation of bids, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders. On completion of Technical Evaluation by the Committee, Vendors whose offer does not meet with the users Technical Specification will be restricted to participate in commercial bid opening process.

Any attempt by a Bidder to influence the Purchaser in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

Notwithstanding, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it shall do so in writing.

4 Corrupt & Fraudulent Practices.

Commissioner SMC, Sambalpur requires that bidders, contractors and agencies if any, observe the highest standard of ethics during the procurement and execution of such contracts in pursuit of this policy.

The terms set forth below are defined as follows: -

- i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of in kind/value to influence the action of a public official in the procurement process or in contract execution.
- ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence procurement.

5 Commercial Bid:

- a. Quoting of Price: Price quoted should be in Indian Rupees
- b. The bids will be opened by a duly constituted Tender Evaluation Committee at the scheduled time and date.
- c. Rates for Machineries Equipment on monthly basis should only be quoted including Operation & maintenance.
- d. Rates quoted should be inclusive of all taxes including State Tax. Toll Tax as per actual shall however be paid extra.
- e. The rate to be quoted for Machineries Equipment on monthly basis for 25-26days' use in a month. The price quoted shall be firm and final for the entire period of contract.
- f. Terms of payment as stated in the Tender Documents shall be final.
- g. At the time of payment of bills, the Tax Deduction at Source, along with Cassese as applicable is liable to be deducted as per Income Tax Rules or any other Rules and guidelines as may be prevailing at the time of payment.

6 Validity of Bids:

The rates quoted shall be valid for a period of 180 days from the date of opening of the tenders.

7 Criterion for Evaluation of Tender:

The evaluation of the tenders will be done based on technical information furnished in form .The award of work will be further subject to any specific terms and conditions of the contract given.
Right of Acceptance:

- a. Commissioner, SMC, Sambalpur reserves the right to reject any or all Tenders without assigning any reason whatsoever and does not bind itself to accept the lowest or any tender. The decision of SMC in this regard shall be final and binding. SMC reserves the right to award the contract to any one or more than one vendor.
- b. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tender.

8 Communication of Acceptance:

Successful tenderer will be informed of the acceptance of his tender.

9 Breach of Terms and Conditions:

In case of breach of any of terms and conditions mentioned above, the Commissioner, SMC, Sambalpur will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by the Commissioner, SMC in that event and the security deposit in the form of Performance Bank Guarantee shall be encased /forfeited. The decision of Commissioner, SMC in this regard shall be final and binding on the contractor.

10 Terms and Payment:

- a. No payment shall be made in advance nor shall any loan from any bank or financial institutions be recommended based on the order of award of work in SMC.
- b. The contractor shall submit the complete bill in all respect at each stage preferably in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.
- c. All payments shall be made by NEFT/RTGS only.
- d. The Commissioner SMC, Sambalpur shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding Para.
- e. The term "payment" mentioned in this part includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.
- f. Wherever applicable all payments will be made as per schedule of payments stated in specific terms and conditions of the contract given in Clause – 3 (a) and (b) of this Tender.

11 Arbitration:

In case of any dispute arising out of or connected with or incidental to this contract. The dispute will be referred to an arbitrator appointed by the Commissioner SMC, Sambalpur. The decision of the arbitrator shall be final and binding on both the parties. The arbitration proceedings will be conducted in accordance with the Arbitration and Reconciliation Act, 1996.

12 Insurance:

The Insurance cover protecting the agency against all claims applicable under the Workman's Compensation Act 1948 shall be taken by the Agency/Firm. The Agency/Firm shall arrange necessary insurance cover for any claim arising out of mishap, if any that may take place. In the event of any liability/claim falling on SMC, the same shall be reimbursed/indemnified by the Agency/Firm.

13 Single Bidder:

SMC will do its best to encourage the participation of multiple parties for the tender, however in the case of a single bidder, SMC can take a decision of awarding the contract due to the nature of the service being that of emergency services and affecting the lives of the citizens of the city.

14 Force Majure :

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc., may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall be reason of such event to be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumes as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

15 Deployment of the Vehicles

All the vehicles to be deployed for service within 15 (Fifteen) days from the date of Agreement. Otherwise the agreement will be void & SMC reserves the right to call other parties for the same.

ANNEXURE -I

TECHNICAL BID

Sr. No.	General particulars of the Agency	Details to be filled up by the Bidder
1	(a) Name of the Agency	
	(b) Registered address with telephone nos.,	
	Mobile no.	
	E-mail ID	
	(c) Year of Establishment/ Incorporation	
	(d) Authorized Person's a. Name & Designation b. Tel. No. Landline c. E-mail ID: d. Mobile e. fax:	
2	Type of Firm: Private Ltd./ Public Ltd./ Cooperative/ PSU. (Please enclose copy of Memorandum/ Articles of Association/ Certificate of Incorporation)	
3	Details of bid document amount (tender fee- Rs. 10,000) Demand Draft no.	
4	Details of Earnest Money Deposit (EMD- Rs. 50,000) Demand Draft No.	
5	GST No	GST No. (Copy of self-attested certificate attached) Yes/ No (page No.)
6	The firm/ agency should have PAN No.	PAN No. (Copy of self-attested certificate attached) Yes/ No (page No.)

7	The bidder should have experience in work of similar nature with Govt. offices/ PSU's/ industry etc., and must have executed the similar hiring contract of heavy vehicle as mentioned in the eligibility criteria (Copy of the same to be attached)	Yes/ No Attached Document (Page No.) (ANNEXURE 5)
8	i. Vehicle no. _____ & Reg. in the name of _____) ii .Vehicle no. _____ & Reg. in the name of _____) iii. Vehicle no. _____ & Reg. in the name of _____) (This can be provided in separate sheet for all 16 types of Vehicles)	Copy of registration enclosed. Yes/ No (Page No.)
9	Copy of Work Order from clients where the Agency has been working/ worked during last three years Attached	Yes/ No (Page No.)
10	Certificate for average annual turnover duly approved and signed by the Chartered Accountant (Financial Year 2021-22,2020-2021,2019-2020) (Copy of the same to be attached)	Yes/ No Attached the Certificate Approved by Chartered Accountant (Page No.) (ANNEXURE 3)

Note: Agencies/ Bidders not submitting full information/ documents at the first instance shall be rejected

Signature with stamp: _____

Date: _____

Full Name: _____

Address: _____

ANNEXURE II

A. Letter of Application.

(To be submitted and signed by the Bidder's authorized signatory)

To
The Commissioner,
Sambalpur Municipal Corporation,
Sambalpur.

Subject: RFQ for Annual Rate Contract for Supply and Operation of Power Screen (Make-TEREX WARRIOR-1200) Machineries including heavy vehicles for Segregation of legacy waste located at dumping site in Sambalpur Municipal Corporation on Hiring Basis.

Dear Sir/Madam,

1. Being duly authorized to represent and act for and on behalf of (here in the applicant), and having studied and fully understood all the information provided in the bid document, the undersigned hereby apply as a bidder for hiring of machineries of required capacity for Sambalpur District according to the terms & conditions of the RFQ Document issued by Sambalpur Municipal Corporation Sambalpur.
2. Our Technical & Financial Proposals are as per the requisite formats along with the supporting documents, duly filled are submitted as specified.
3. The EMD has been submitted as per RFQ.
4. Sambalpur Municipal Corporation Sambalpur and its authorized representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary as requested by yourselves to verify statements and information provided in the application or with regard to the resources, experience and competence of the applicant.
5. Sambalpur Municipal Corporation Sambalpur and its authorized representatives may contact the following persons for any further information:

Name of the person (s): Address: ...

Phone: ...

6. This application is made with full understanding that:
 - (a) Sambalpur Municipal Corporation, Sambalpur reserves the right to reject or accept any

- Bid/Proposal, cancel the bidding process, and/or reject all Bids.
- (b) Sambalpur Municipal Corporation, Sambalpur shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
7. We, the undersigned declare the statements made and the information provided in the duly completed application forms uploaded, as complete, true and correct in every detail.
 8. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFQ Document and Project related Information as required for the Proposal. We have also visited the site/roads and areas for the assessment and have made our own due diligence and assessment regarding the Project.
 9. We agree to keep our Proposal valid for 180 (One Hundred Eighty) days from the Proposal Due Date and not to make any modifications in its terms and conditions not acceptable to Sambalpur Municipal Corporation, Sambalpur. Should this Proposal be accepted, we hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.
 10. This application is made with the full understanding that the validity of Proposal submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by Sambalpur Municipal Corporation, Sambalpur. We agree that, without prejudice to any other right or remedy, Sambalpur Municipal Corporation, Sambalpur shall be at liberty to forfeit the said EMD absolutely.

Authorized signatory

Date:

Name and seal of Bidder

Place

Annexure III

FINANCIAL BID

Sl. No	Name of the vehicle	No. Vehicle	Monthly Hiring rate of Machine/Vehicles (Including GST)
1	Operation & Management of Power Screen (Make- TEREX WARRIOR-1200)	1	
2	Chain Mounted Excavator 205/210 for mining of legacy waste	1	
3	Chain Mounted Excavator 130/136 for feeding of legacy waste	1	
4	Tyre Mounted Excavator (JCB) for shifting of output from Terex machine to Storage Site	1	
5	Hyva Tipper/truck for loading of waste	2	
Total Cost			

Note

- I. TDS & All Taxes as applicable will be deducted from the bills of the Vendor.
- II. Monthly quoted rate of is for **12 Hrs.** (Two Shift) in a day (i.e 6 Hours running + 2 Hours cleaning, maintenance etc. per Shift of 8 Hours) & **26 days in a month.** POL is for 12 Hours
- III. Monthly hiring charges including Manpower such as drivers, helper, labour for two shift, Supervisor, plant incharge & Maintenance cost. No extra cost shall be paid above the quoted price.
- IV. No. of vehicle may increase / decrease. **Requirement of Vehicles will be on need basis.**
- V. L1 price will be decided on the basis of lowest Total cost & the rate shall be valid for 3 year.
- VI. The Hiring of Machineries will include total management of operation including manpower & POL.

Signature of the Bidder with Seal

Annexure IV

AVERAGE ANNUAL TURNOVER STATEMENT

The Average Annual Turnover statement of<name of the organization>, at<address of the organization >, for the last three financial year are given below and certified that the statement is true and correct.

Sl. No.	Financial Year	Turnover in lakhs (₹)
1	2020-21	
2	2021-22	
3	2022-23	
	Average annual turnover statement	

Date:

Signature of Chartered Accountants

Place:

Seal:

Membership No:

Annexure V

NON – BLACKLIST

We,<name of the Organization>, having our registered office at , <HQ address of the Organization> hereby declare that we are submitting this proposal in reference to the **“Annual Rate Contract for Supply and Operation of Power Screen (Make- TEREX WARRIOR-1200) Machineries including heavy vehicles for Segregation of legacy waste located at dumping site in Sambalpur Municipal Corporation on Hiring Basis”** .We declare that we have not been blacklisted by any Ministry / Department / industry Public Sector Undertaking or any other agency of the Central/State Government.

We declare that there are no proceedings, disputes or enquiries pending against us in connection with cheating, misappropriation of funds or exploitation of beneficiary.

We also acknowledge that in case of misrepresentation of the information, our proposal / contract shall be rejected / terminated at any stage by the client, which shall be binding on us. Any loss or damage to the client, on this count will be compensated by us.

Date:

Authorized Signature

Place:

Name and Title of Signatory

Seal:

Sd/-
Commissioner,
Sambalpur Municipal Corporation