

OFFICE OF THE SILCHAR MUNICIPAL BOARD
SILCHAR ::: CACHAR

No. SMGR-80/AMRUT/2024-25/

Dated Silchar the 26th June, 2024.

NOTICE INVITING TENDER



Sealed tenders are invited on percentage basis (of the Revenue generated) by the undersigned from the eligible category registered contractors of Silchar Municipal Board / with or without A.P.W.D. (Bldg. & Roads) or nationally reputed firm for the Operation & Maintenance of the Gandhi Bagh Park (Area=6000 Sq.mt. Approx. excluding the area allotted for KHAO-GALLIS) and Norsingtola Park (626 Sq.mt) at Silchar Municipality, Silchar-I

TENDER SCHEDULE

Sl no	Name of the Work	Minimum % of shared revenue of SMB	Stipulated period of Contract	Earnest Money	Cost of Tender document	Last date of tender submission and time	Opening date of bid
1.	Operation and Maintenance of the Gandhi Bagh and Norsingtola Parks	35%	2 (two) years	10000.00	Rs. 2000.00	15 th July, 2024 up to 3:00 P.M.	15 th July, 2024 at 3:30 P.M.

Application for tender document will be issued to those applicants only from 26th June'2024 to 15th July'2024 in the office of the undersigned or in Nazarat Branch, D.C office during office hours. Detailed Tender Notice can be seen at Nazarat Branch, Office of the District Administration, Cachar, PWD Branch of SMB, on SMB [website www.silcharmunicipality.in](http://www.silcharmunicipality.in). & Office Notice Board of the undersigned during office hours.

(V.L. Limpuja Nampui, ACS)
Executive Officer
Silchar Municipal Board
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Silchar Municipal Board

Eligibility criteria

- The Contractor / agency is to furnish self-attested copies of the following documents along with duly filled up pre-qualification format called, Technical Bid of the tender document to qualify for opening of financial bid.


List of mandatory document:	Issuing Authority
1. Municipal Contractors License certificate (Compulsory)	E.O, Silchar Municipal Board, Silchar.
2. All types of up to date registration certificate of the contractor of appropriate Class & category. (Civil)	Appropriate authority of respective department, self attested.
3. Photocopy of PAN Card	Department of Income Tax, Govt. of India, duly self attested.
4. Photocopy of GST Registration	Appropriate authority.
5. Certificate in respect of satisfactory completion of similar nature of works under Govt. or semi Govt. department during last two years along with work order (Tenderer must have completed same nature of work at least one number in single work order in the last 2 financial years ending on 31-03-2024 under Govt. / Semi Govt. or under any public sector undertaking.)	Officer not below the rank of Executive Engineer or equivalent/Chairman/E.O. in case of SMB, duly attested.
6. Labour License under Govt. of Assam	Asstt. Commissioner of Labour, Assam

Terms & Condition:

- Tenderer may drop tender for the work. Details of the work may be seen at Municipal Office and all other particulars ascertained during office hours on each day from the date of notice being hung-up and on SMB website www.silcharamunicipality.in.
- Complete Tender document must be submitted in a sealed envelope super scribing (a) Name of work (b) NIT No. & date (c) Name of tenderer with full address and telephone no. & addressed to the Chairman/E.O., Silchar Municipal Board, Silchar-788001.
- Submission of tender: Prequalification format (Technical Bid) along with all relevant documents in envelop I, Price Bid with Tender forwarding in envelop II & Earnest Money with caste certificate (if applicable) in envelop III. All three envelop (I + II + III) are to be submitted in a single envelop as mentioned in Terms & Condition No.2.
- Cost of tender documents of Rs. 2000.00 in cash shall be given along with the tender document. Earnest money in the form of Call deposit / FDR, issued by any schedule bank of India, drawn in favour of E.O., Silchar Municipal Board, Silchar-I. Tender without EMD and cost of the tender documents in proper form will be summarily rejected.
- The Chairman, Tender Evaluation Committee /E.O, Silchar Municipal Board, Silchar reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever or split the work suitably among the eligible agencies and is not bound to accept the lowest rates.
- Contractors are to quote their rate both in figure and words on % age of shared Revenue on monthly total collection (GST & other Labour cess will be deducted as per current circular) will be on the proper form furnished with the Price Bid; special care should be taken to write the % age rate in figures as well in words, in such a way that interpolation is not possible, and every correction in the tendered rates should bear the tenderer's signature.
- The L1 will be decided on the basis of % of revenue to be shared with SMB. For example if there is bidder A which bids 40% revenue to SMB, bidder B, which bids 45% revenue to SMB & bidder C, which bids 55% revenue to SMB. In this example, bidder C will be L1 as it has bid for the maximum revenue i.e., 55% in this example to SMB.

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8. The bidder will be valid only when there are more than 2 bidders applying for the tender.
9. The tender agreement for the work will be drawn up with the successful tenderer in Municipal norms with a Non Judicial Stamp of Rs. 100.00. The condition and particulars mentioned in the NIT and any other which is not mentioned in the NIT may be incorporated on mutual consent of the both parties during execution of the Agreement, if required and will be final & binding on the contractor. The tenderer should therefore sign each page of bid document as taken of acceptance of condition stipulated therein and attach the same along with tender submitted by them.
10. No tools, plants & machinery and store materials will be supplied by the department for execution of the work.
11. Contract must not be sublet.
12. No labour under the age of 14 (fourteen) years of age shall be employed at the work site and all labours employed at the work shall be paid at per rates approved by Govt. of Assam.
13. The authority is not liable to pay any interest for any delay in payment.
14. If the successful tenderer withdraw his tender or refuse to sign the agreement in any protest whatsoever within the period between the date of issue of work order by the Authority and the date given for signing formal agreement by him, his earnest money is liable to be forfeited.
15. The amount quoted should be inclusive of all Taxes and duties.
16. The amount quoted by the contractor will be valid for the entire period till completion of the contract to the satisfaction of the Department and no price escalation will be entertained under any circumstances.
17. The Earnest Money will be returned to tenderer on written application within 28 days from the date of issue of work order, who's tender, is not selected for acceptance. The earnest money of the successful tenderer will be released at the submission of the PBG which is 3% of the total Project cost, issued by any schedule bank of India, drawn in favour of Sibirar Municipal Board, Sibirar-I.
18. Before tendering, the intending tenderer shall inspect the site to fully acquaint himself about the condition in regard to accessibility of site and locality, nature and extent of ground, working conditions including stacking of materials, installation of T & P etc. conditions affecting accommodation and movement of labour etc., required for the satisfactory execution of the work / contract. No claim whatsoever on such account shall be entertained by the Board under any circumstances.
19. The tender will be opened on schedule date & time in presence of contractor / agency or their authorized agent. Envelope containing EMD will be opened first. If the EMD is found in proper form, envelope containing technical bid will be opened. The financial bid of contractor / agency will be opened at the schedule time after necessary verification of the papers submitted by the tenderer along with technical bid.
20. The scope of work for Contractor in Operation & Maintenance includes but not limited to the following:
- Deployment of 10 (ten) nos. of labours: (Gardener 02 nos., Labours 03 nos. & Sweeper 05 nos.) Other than labours, following staff needs to be deployed for smooth running of both the parks.
Ticket Counter- 02nos., Toy train Operator-02 nos., Ticket Checker-02nos., Generator Operator/Electrician-01 no.
Above manpower should perform their duties on daily basis.
 - Watering the Parks.
 - Putting the lurches.
 - Trimming the plants/shrubs in the shapes as instructed by Engineer-in-Charge.
 - Repair and/or replacement of materials, pumps, equipment's.
 - Painting to grills/walls/equipment.
 - Cleaning as well as purifying of water fountains on priority basis and water to be changed once in every week.
 - Cleaning of benches and statues, art or any other panels, toilets, equipment.
 - Filling water in the tanks/power.
 - All dead plant shall be replaced with plant of the same quality, specifications and of the present age of the plant to be replaced (i.e. Age of the planted tree on the date of plantation plus period from date of planting to the date of replacement of the plant).
 - The Contractor/contractor shall ensure to keep the park neat and clean every day.
 - The Contractor/contractor shall spray/broadcast of the followings with minimum quantity per month as mentioned below:
 - Urea/Ammonium Sulphate (20 gm/lqm)
 - Bone Meal (150 gm/lqm)
 - Potassium Sulphate or Murzz of Potash (20gm/lqm)
 - Insecticides (10 ml in 10 Liter water/lqm)


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27. That the Contractor shall provide, in the joint names of the First Party and the Contractor, insurance cover from the Start Date to 28 days beyond end of the Operation & Management liabilities, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks: (List of amusement items mentioned in Annexure-A)
- Loss of or damage to the Works, Plant and Materials;
 - Loss of or damage to Equipment;
 - Loss of or damage of property (except the Works, Plant, Materials and equipment) in connection with the Contract; and
 - Personal injury or death.
28. That Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of amounts required to rectify the loss or damage incurred. The cost of premium of the policy shall be borne by the Contractor out of contractor share of the total revenue.
29. That in case the Contractor/Contractor does not provide any of the policies and certificates required, the First Party may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
30. Those alterations to the terms of insurance shall not be made without the approval of the Engineer and both parties shall comply with any conditions of the insurance policies.
31. That the Contractor shall also provide accidental and medical insurance policies in the name of the Employees so recruited by him for the purpose of operation and maintenance of the said parks along with Trainee employee of First Party. The copy of Policies and certificates for insurance shall be kept at the office of the First Party.
32. That The First Party/ Employer will however recommend to the state electricity board i.e. Assam Power Distribution Company Limited for giving the connection and power to the contractor. However, the First Party/ Employer will bear no responsibility in this respect.
33. That the Contractor makes it clear to the First Party that the Contractor may also get the maintenance services from various outside agencies under separate maintenance agreements entered into it with them. However, such parties shall be Registered Class (A) Contractor having Labour License, PAN & GST Registration, etc. The Contractor's responsibility will not just be limited only to the extent of supervision of these agencies/sub-contractors but to ensure that their operation is in conformity with the maintenance agreements executed by them and to change an agency if its performance is not up to the desired standards. The contractor accepts any and all legal liability whatsoever arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing different components of the maintenance services. Similarly, Contractor's role and responsibility for the supply of electrical energy to the premises of the Parks will be limited to receiving the supply of energy from APDCL in bulk and to distribute the same to them in terms of their applications. The contractor is a mere distributing agency on behalf of APDCL to the said Parks and has no power or control on the quality/quantity or any other specifications with respect to the electrical energy supplied by APDCL and therefore, it will accept no responsibility whatsoever and will not be liable for any action, damages whatsoever for any failure on the part of APDCL to supply electrical energy. Further Contractor/Contractor will bear the electricity consumption charges on the basis of bill raised by APDCL in respect of the parks under. (List of existing electric equipments along with wattage mentioned in Annexure-B)
34. That the responsibility of providing watch & ward services to the said Parks may be entrusted to some outsourced security agency and the security agency shall guarantee and ensure full proof safety and security of the said Parks and its properties. The expenses of such outsource security will be borne by the Contractor within the agreed stipulated period of maintenance. The Contractor shall have any and all financial/criminal liability for any loss to life and property by reason of any theft, burglary, fire or any other incident of vandalism occurring in the said Parks or any part thereof due to any lapse/failure/shortcoming of the staff of the security agency.
35. That the Contractor agrees to keep the First Party indemnified and harmless against any loss or damage that may be caused to the visitors/individuals or their properties etc. within the agreed stipulated period of maintenance.
36. That the Contractor shall ensure that the visitors will follow and abide by all the rules and regulations, guidelines (DO's and DON'Ts), circulars and notifications issued/ notified by the First Party from time to time so as to ensure peace and discipline.

in the Parks and for smooth and efficient maintenance & management of the various services and facilities in the said parks similar to the protection thereof from any misuse and damage. The contractor will also make his visitors/guests and others aware of the same.


37. That duly authorized representative of the First Party shall be entitled to enter the Parks at all reasonable times for the purpose of inspection of Operational and Maintenance activities and inspect and test any equipment doing all necessary or incidental work for giving maintenance services and/or maintaining electricity.
38. That it is stated for abundant clarity that the Maintenance Services are not just confined to common areas but also white-washing, painting, curing of seepage, defects in sewer and water pipes, plumbing, electric, maintenance of greenery etc. within the said Parks.
39. The Contractor shall make no construction works without taking prior approval of the First Party/Employer.
40. The First Party shall not allow any other person to use electricity from the connection provided in the said Parks and in case of detection of the same, the Contractor may impose penalty charges in addition to disconnection of electricity within the agreed stipulated period of maintenance.
41. The Contractor/Contractor has absolute responsibility for repairs resulting from such damage and restoring the original standard elements at his own cost with prior approval of the First Party within the agreed stipulated period of maintenance.
42. That all taxes as may be applicable presently or may be made applicable in future by the State/Central Government or any local authority etc. shall be payable by First Party but in respect to excise duty, GST or any other charges will be paid by the Contractor.
43. Installed CCTV at the Park will be maintained by the Contractor at his own cost, and if any area of the park remains uncovered under CCTV, then it should be taken in to consideration to cover that particular area under CCTV surveillance by the contractor at his own cost to avoid un-social activities. Moreover, care should be taken for the periodical maintenance of the machineries like Generator, Dry Pump, Submersible pump, e-toilets, sound systems, Dust Bins etc.


Executive Officer,
Silchar Municipal Board, Silchar-I
~~Executive Officer~~
Dated Silchar the _____ June, 2024.

Memo No. SMGR-80/AMR/UT/2024-25/

Copy to:-

- The Director, Municipal Administration Department, Assam, Ganeshguri, Dispur, Guwahati-6 for favour of kind information.
- The District Commissioner, Cachar, Silchar for favour of kind information.
- The DDC, Cachar, cum Chairman, Tender Evaluation Committee for 15th F.C., Silchar for favour of kind information.
- The Superintending Engineer, P.W.D. Roads/Building, Cachar Circle, Silchar for information and wide circulation.
- The Executive Engineer, P.W.D. (Roads), Silchar & Utharbong Territorial Road Division, Silchar-I for information and wide circulation.
- The Executive Engineer, P.W.D. (Building Division), Silchar for information and necessary action.
- The Executive Engineer, DoHRA, Barak Valley Division, Silchar for information and necessary action.
- Concerned Engineer, S.M.B. for information and necessary action.
- Supdt. Of Accountant, S.M.B. for necessary action.
- The DA, Utility "C", S.M.B. for necessary action.
- Cashier, S.M.B. for necessary action.
- Office file.


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Silchar Municipal Board, Silchar-I
~~Executive Officer~~