



**Agra Municipal Corporation**  
Invites  
**Expression of Interest (EOI)**  
*For*

**“Providing Services for Vehicle lifting 2.5 T Crane on PPP mode”**

**AGRA MUNICIPAL CORPORATION**

MG Road, Sursadan Crossing, Agra – 282 002

Email: amcagra1@gmail.com

Phone No.: 0562 – 285 0670

## **EXPRESSION OF INTEREST**

Agra Municipal Corporation invites “Expression of Interest”(EOI) from eligible bidders for “**Providing Services for Vehicle lifting 2.5 T Crane on PPP mode**” for a period of two years. Interested and eligible bidders are requested to download the complete tender details from website [etender.up.nic.in](http://etender.up.nic.in).

The Bid document fees of Rs. 5900/- (Five Thousand Nine hundred Rupees including GST) **non-refundable** and Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Two Lakh Rupees) should be submitted online only through RTGS/NEFT/FDR.

After award of bid the successful Bidder has to submit a Bank Guarantee of 10% of the quoted amount in Favour of Municipal Commissioner, Agra valid for two years in the form of FDR.

- Last date/time of download of EOI document: 12/06/2023 till 2:00 PM
- Bidders can send their pre-bid queries on [amcagra1@gmail.com](mailto:amcagra1@gmail.com) till 05/06/2023.
- Last date/time of submission of expression of interest: 12/06/2023 till 2:00 PM
- Date & Time of opening of Technical Bid: 12/06/2023 at 4:00 PM
- Financial Bid Opening: Will be intimated later to Technically Qualified bidders

Agra Municipal Corporation reserves the right to accept or reject any or all tenders either in part or in full without assigning any reasons thereof.

**Note:**

Tender Document and other details shall be available on: - Website- <http://etender.up.nic.in> / AMC Website: <https://nagarnigamagra.com/>

**Amendment to NIT, if any would be published only on website <http://etender.up.nic.in>**

## **INTRODUCTION, BACKGROUND & OVERVIEW**

AGRA MUNICIPAL CORPORATION (hereinafter called “Employer”) is inviting Expression of Interest for Selection of Contractor to undertake **“Providing Services for Vehicle lifting 2.5 T Crane with Telescopic lifting arms on PPP mode”** for a period of two Years.

Online bid is to be submitted in two parts comprising Part –I Technical Bid & Part –II Financial Bid. The Part-I (Technical Bid) should contain the Tender Documents and Tender fees. The Part –II (Financial Bid) should contain only the price offered as per attached Financial Format. Both the parts should be properly submitted **online only**. Part-I (Technical Bid) will be opened on the date of tender opening and the Part–II (Financial Bid) after evaluation of Part-I.

After Technical Evaluation, Technically Qualified bidders will be considered for Financial Evaluation. The Bidder who quotes the maximum rental charges (H1) will be declared as Successful Bidder for this Tender.

AMC reserves the right to accept or reject any tender without assigning any reason.

### **Terms and Conditions –**

The operation of the telescopic frame is being done on the basis of Public Private Partnership (PPP) model. The terms and conditions of the contract are as follows-

- 1) This Tender is for vendor selection.
- 2) Online Bid documents must be submitted before expiry of prescribed deadline.
- 3) The minimum contract period for the agreement would be of Two years.
- 4) The process of tender will be online. Applicant can bid for the work from the web site <https://etender.up.nic.in> and the tender form fee (including all taxes) and security money should be deposited online in the favour of Municipal Commissioner Agra, the scanned copy of bid document fees and EMD should be uploaded.
- 5) Successful Bidder should follow the route chart & timing decided by Traffic Police Agra.
- 6) Successful Bidder should follow all traffic rules and RTA (Road Traffic Accident) guidelines.
- 7) Cranes by Successful Bidder shall be liable to deployed in area on the directions of SP Traffic. These Towing/Hauling/Lifting equipment (Crane) will be rotated from one area to another area at regular intervals as decided by SP Traffic.
- 8) Traffic Personnel will accompany the vehicle.
- 9) Successful Bidder will display a board duly written “ON DUTY WITH AGRA TRAFFIC POLICE and NAGAR NIGAM AGRA”. The board shall not be displayed while the Towing/Hauling/Lifting equipment (Crane) is off duty with Agra Traffic Police i.e. while on way for reporting/leaving after

duty etc. The board will be deposited to the concerned Traffic Inspector on completion of the duty hours. These boards will be arranged by the successful bidder.

- 10) Each vehicle should be equipped with a public address/announcement system for announcement and good quality GPS systems which will be monitored by Agra Municipal Corporation and Agra Traffic Police through app developed by successful bidder and credentials must be shared with concerned officers.
- 11) After towing of vehicle, all the vehicles will be transported to designated place and the defaulters will submit the fine in respective office for release of vehicle.
- 12) The Towing/Hauling/Lifting equipment (Crane) must have all valid documents. Vehicles should be maintained in good working condition throughout the period of contract and the registration of vehicles should not be before than year 2018 (i.e. the make of vehicles should be 2018 onwards).
- 13) The Towing/Hauling/Lifting equipment (Crane) shall be got viewed/inspected by a committee of Additional Municipal Commissioner Agra and SP Traffic on a monthly basis to ensure effective and smooth service. Number of cranes required for towing work shall be reviewed by Additional Municipal Commissioner, Agra and SP Traffic, Agra on monthly basis and contractor is bound to provide the additional requirement within a week after getting requirement.
- 14) At the time of submission of tender, Bidder shall submit the list of cranes available with him / in his possession with complete detail of cranes along with copy of Registration Certificate.
- 15) It will be mandatory for the firm/person participating in the e-tender to attach security deposit in the form of NEFT/RTGS/FDR of the amount mentioned in the tender notice. In case of non-receipt of the prescribed security deposit along with the tender, the tender will not be considered.
- 16) Certificate of registration of the tenderer / firm in Goods and Service Tax (G.S.T.I.N.) Attachment will be mandatory.
- 17) Successful bidder will have to bear the diesel, repair cost, salary of driver and all the employees on their own.
- 18) Tentative Quantity of cranes to be deployed on field is three which may vary.
- 19) The Municipal Corporation and Traffic Police, Agra will not be responsible for any kind of police or judicial matters in case of loss of life, property, vehicle accident or theft during the work, rather the case will be settled by the concerned firm.
- 20) Vehicle lifting Cranes will be functional throughout the year. For any kind of leave, the successful bidder will have to take permission from Addition Municipal Commissioner, Agra/SP Traffic, Agra.

- 21) Each crane will be operational by the successful bidder from 10:00 AM to 10:00 PM on each day and after completion of work, the cranes will be parked on the designated parking as decided by SP Traffic.
- 22) The staff on duty or tow crane vender shall maintain a register for every Towing/Hauling/Lifting equipment Crane i.e. vehicle no., name & mobile no. of driver etc.
- 23) Before all the tow by the Successful Bidder, It will be necessary to make announcement and do videography of vehicles while towing. The videography should clearly show the registration number of the vehicle, the description of the road/location etc. When a question is raised whether the vehicle was parked obstructively and its removal justified, the videography will be used as evidence for the same.
- 24) Fine listed below will be imposed on the vehicles parked at non-parking area

S.No.	Type of Vehicle	Fine Amount of Vehicle in Rupees
1.	Four Wheeler Vehicle	Rs.1000/- (One Thousand Rupees)
2.	E-Rickshaw, Auto and other Three Wheeler Vehicle	Rs.500/- (Five Hundred Rupees)
3.	Two Wheeler Vehicle	Rs.300/- (Three Hundred Rupees)

- 25) The fine bill will be generated online only and the photo of the vehicle no. plate should also visible on the bill and the fine amount will be received in both online and offline mode. Successful Bidder will collect the amount and pay receipt will be given to the defaulter.
- 26) Successful Bidder will have to keep all the probes ready for emergency at night, which can be used at any time as per the orders of the Municipal Commissioner and SP Traffic, Agra.
- 27) Successful bidder shall keep Registration papers, Insurance papers, Fitness Certificate, Driving License, Pollution Under Control Certificate etc. in each vehicle, which shall be produced by the driver as and when required by any authority.
- 28) It is the responsibility of successful bidder that every vehicle should be equipped with the following accessories: -
- a. Digital Camera.
  - b. Mic System 100 Watt capacity (Branded Co.) with 2 loud speakers.
  - c. Search Light.
  - d. Flasher Light.
  - e. Safety Light Bar
  - f. Under lift.
  - g. Chain-Pulley in working condition, covered by adequate rubber.

- h. New tyres with one Stephaney wheel in each vehicle.
  - i. Lights/Lamps shall be available in/on the cranes as per the provisions of Central Motor Vehicle Act, 1988 Rules & Byelaws framed their under from time to time. Each crane shall have all its lights (head light, parking lights, brake lights etc.) and indicator lamps with an extra search light (facing backwards) in working order to facilitate lifting operations during darkness.
  - j. First Aid box.
  - k. Help line issued by SP traffic should be clearly visible on the vehicle on both the sides.
- 29) 10% of collected fine amount will be deposited in the account of Traffic Police Department and the successful bidder will keep the remaining 90% amount.
- 30) Bidder shall not be blacklisted from any government office, semi government office and any municipal corporation in last five years.
- 31) All the documents submitted by the bidder should be self-attested.
- 32) Municipal Corporation Agra and Traffic Police, Agra will not be responsible for any claim and compensation by the firm/person.
- 33) In case the day of opening of tender happens to be holiday, the tender will be opened on the next working day.
- 34) Bids received after the end date will not be considered.
- 35) The quoted rates will be valid for 90 days from the date of opening of tender. If the tenderer withdraws his tender during that period, his earnest money will be forfeited.
- 36) Municipal Corporation Agra will have all rights to accept and cancel any tender without assigning any reason.
- 37) In case of any dispute, the decision of the Municipal Corporation Agra will be the final decision.
- 38) Jurisdiction of all types of disputes will be Agra and concerned firm will be responsible for all types of court disputes.

### **Staff Requirement:**

- 1) The staff deployed on the cranes shall be adult and physically fit.
- 2) The staff deployed on Towing/Hauling/Lifting equipment (Crane) shall be trained in the Road Safety Cell.
- 3) The supplier and the driver/helper deputed on such equipment's should not have any criminal antecedents.
- 4) Fluorescent Safety Jackets prescribed by Agra Traffic Police will be worn by crane staff. The jackets shall display the word "On duty with Agra Traffic Police" prominently. The staff on the crane i.e.

driver and helper shall be provided with uniform, along with name tag, by the successful Bidder as prescribed by Agra Traffic Police.

- 5) During deployment, if the activities, movements, utterances or behavior of the driver and helpers are found suspicious, questionable or against the directions given from time to time, the employees shall be removed from duty and shall not be engaged in future on any equipment.
- 6) The successful bidder shall provide Photo Identity Card(s) to his driver(s)/helper(s), which shall be duly verified by him and counter-signed by the SP Traffic or his authorized representative concerned before detailing them for duty.
- 7) One Driver, one Crane Operator, one Helper should be deployed on each vehicle, wearing proper uniform along with ID Card.
- 8) The drivers deployed on cranes should have a valid heavy commercial driving license.
- 9) Agra Municipal Corporation and Traffic Police, Agra shall not be responsible for any damage to the hired Towing/ Hauling/ Lifting equipment (Crane) due to any accident/fire/natural calamity or any unforeseen circumstances. It is purely and sole responsibility of successful bidder.

### **Payment Terms:-**

- 1) Advance Royalty payment of three months should be submitted to Agra Municipal Corporation.
- 2) Imposed penalty charges should be submitted to Agra Municipal Corporation along with the next Advance Royalty payment.
- 3)

### **Penalty Clause:-**

- 1) In case of false information and criminal proceedings is observed by the concerned officer actions shall be taken for imposition of penalty as deemed fit.
- 2) In case of breakdown/default in Towing/Hauling/Lifting equipment (Crane), the successful bidder shall have to get it repaired within a reasonable time which is maximum 3 hours. If more time is to be consumed in the repairs, the bidder shall provide other Towing/Hauling/Lifting equipment (Crane). If he fails to replace the breakdown Towing/Hauling/Lifting equipment (Crane) within three hours a penalty amounting Rs. 1000/- per Hour (after base time of three hours) shall be imposed per vehicle.
- 3) Only those vehicles which are parked in improper and obstructive manner shall be removed by the Towing/Hauling/Lifting equipment (Crane) on the direction of traffic staff deployed for the duty on vehicle. The Towing/Hauling/Lifting equipment (Crane) operating staff under no circumstances shall exercise this independently. The operator shall not tow the vehicles which are not parked

obstructively with the motive to maximize his profits. If any complaint is received and found true, a penalty for Rs. 2000/- per incident will be imposed.

- 4) In the event of any misconduct, malpractice or corrupt practice by the employee engaged by the successful bidder on the Towing/Hauling/Lifting equipment (Crane), the vehicle is liable to be removed from the service besides imposing fine of maximum up to Rs. 5000/- for such misconduct per incident. Such misconduct would involve (i) picking up vehicles of its own (ii) releasing vehicles without authority of traffic inspector/zonal officer after accepting money from owner/driver of such vehicles & (iii) if forced by traffic staff to do so, not reporting matter to SP Traffic.
- 5) Penalty Amount shall be deposited by the Successful Bidder along with the monthly rental charges of that month.

### **Termination Clause:-**

- 1) Successful Bidder should obtain satisfactory performance report from Additional Municipal Commissioner, Agra every month. If the performance of Successful Bidder is not being satisfactory, the tender shall be terminated.
- 2) If the activities of Successful Bidder is found suspicious or illegal the firm shall be blacklisted and barred from further being hired.
- 3) If repeated occurrence is observed in the penalty clauses, tender shall be considered for termination.





**DETAILS TO BE SUBMITTED FOR TECHNICAL EVALUATION:**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Remarks</b>
1	Type of the Organization(Public Sector /Limited/Private limited/Partnership/Proprietary /Society/Anyother.)	
2	Nameofthe Contractor/Engineer	
3	Address	
4	MobileNo.	
5	Email	
6	MonthandYearofEstablishment	
7	Nameof Director	
8	MandatoryDocuments:	
	a)GSTIN No.	
	b)PAN No.	
	c)Bank Account Details	

## **TECHNICAL ELIGIBILITY CRITERIA**

Note :- Bidders who qualify in below conditions will only be eligible for financial bid opening stage

<b>S.No.</b>	<b>Parameter</b>	<b>Supporting Document</b>
1.	Bid document Fees	Submitted online only in Favour of Municipal Commissioner, Agra. Name of Bank - State Bank of India Account No. – 38120131718 Branch – Nagar Mahapalika, Agra IFSC Code – SBIN0003707
2.	Annual average Turnover of minimum Rs.1.0 (One) Crore during the last three financial years (2019-2020,2020-2021& 2021-2022).	Document issued from CA with seal and Sign
3.	Copy of Certificate of Incorporation; Partnership deed	Certificate issued from Government of India
4.	Detail of projects in last three years of similar nature of work in million plus city with Government.	Work certificate issued from the responsible officer of the ULB or Government
5.	Power of Attorney (Notarized)	Issued from the Director of the company with proper seal and sign

## SELF DECLARATION

To,  
The Municipal Commissioner  
Agra Municipal Corporation

I have carefully read and understood all the terms and conditions of the EOI and agree to abide by the terms and conditions.

I further undertake that none of the Proprietor/ Partners/ Directors of the firm is or was blacklisted/ banned/ suspended in business dealing with the Government. We have no objection, if enquiries are made about the work listed by us.

Yours faithfully,

Place:

Signature of authorized person:

Date:

Full Name & Designation:

Company's Seal:

**Note: The above declaration, duly signed and sealed by the, authorized signatory of the company, should be enclosed with EOI document**

**Annexure A**

Note: 1. No Over writing is permitted.

2. All Expenses Regarding provisioning of Traffic Cranes will Be borne by the Tenderer including Maintenance, fuel, Driver Cost , Vehicle Damage cost, administrative and operational expenses etc. Department has no liability.

Tenderer's Address:-

.....  
.....  
.....

Signature of Tenderer (s)

Date:- .....

.....

No. : BG

**BANK GUARANTEE**

Bank Guarantee No. \_\_\_\_\_ Dated \_\_\_\_\_

**To,  
MUNICIPAL COMMISSIONER  
AGRA NAGAR NIGAM,  
UTTAR PRADESH – 282001  
(HEREINAFTER CALLED THE AUTHORITY)**

Dear Sir/Madam,

Sub:- Your LOA No. ....dated .....for selection of agency to undertake

You, on behalf of the Authority, have entered into a contract with reference no as given above with .....(herein after referred to as the contractor) for the .....(herein after referred to as stores) for the price and on the terms and conditions contained in the said contract .

1. In accordance with the terms of said contract the contractor has undertaken to produce a bank guarantee for Rs. .... 10% of the Annual project value.
2. In consideration thereof, we (Bank Name) incorporated under the provisions of the Indian Companies Act 1956, having our Registered Office at (bank address) and among the other things, a Branch Office located at (branch office address) (Hereinafter called the Bank) hereby expressly, irrevocably and unconditionally undertake and guarantee as principal obligor under this guarantee on behalf of the contractor that in the event that the Authority submits a written demand to us that the contractor has not performed according to the contractual obligations included in the said contract, we will pay you on written demand, without demur and without reference to the contractor any sum up to a maximum amount of Rs. ....Your demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. Payment by us to you will be made within thirty (30) days from receipt of your written request making reference to this guarantee and on demand.
3. This guarantee shall not be revoked during its currency without your express consent and shall not be affected by your granting any indulgence to the contractor, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have against the contractor and to exercise the same in any manner at any time and either to forbear or to enforce any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this

guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee .

4. Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs..... and the guarantee shall remain in force up to and including the (validity date) or day of being reported to us by you and returned to us duly discharged whichever is earlier.
5. Unless a demand or claim under this guarantee is made on us in writing on or before the (Expiry date ) or unless this guarantee may extended by us at our sole discretion all your rights under this guarantee shall be proscribed and we shall be discharge from the liabilities hereunder
6. This guarantee shall not be affected by any change in the constitution of our Bank or of the contractor or for any other reason whatsoever.

**NOT WITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN**

- i. Our liability under this Guarantee shall not exceed Rs.....
- ii. This Guarantee shall be valid up to (validity date).
- iii. The beneficiary's right as well the Bank's liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before completion of one year from expiry date i.e. (date).

**Executed This on .....Day of (Month), 2023 at (Place).....**

For (Bank name)

Authorized Signatories

Bank seal