

**KANCHEEPURAM District
Thiruneermalai Town Panchayat**

Tender document No 381/2013

**TENDER DOCUMENT FOR THE CONTRACT
FOR THE SUPPLY OF COMPACTOR EQUIPMENT
OF 6 CU.M CAPACITY MOUNTED ON LMV CHASSIS**

Tender document No 381/2013

Thiruneermalai Town Panchayat

**BID DOCUMENT FOR
CONTRACT FOR THE SUPPLY OF COMPACTOR EQUIPMENT
OF 6 CU.M CAPACITY MOUNTED ON LMV CHASSIS –
TECHNICAL BID**

Executive Officer

Thiruneermalai -Town Panchayat

kancheepuram District

TAMILNADU

(THIS TENDER DOCUMENT IS NOT TRANSFERABLE)

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SECTION I

Executive Officer

Thiruneermalai Town Panchayat

Kancheepuram-District

TAMILNADU

INVITATION FOR BID (IFB)

Tender Document No.381/2013

Dt. 08.06.2013

The Executive Officer, Thiruneermalai Town Panchayat invites sealed Competitive Bids in 2 cover system (Techno Commercial & Price bids) for the procurement of goods/ machinery/ equipment as detailed in the table. The bidders may submit separate bids for each of the following procurement:

Table 1

Sl. No.	Bid No.	Name of Procurement	Eligibility
1)	1 / 2013	contract for the supply of compactor equipment of 6 cu.m capacity mounted on LMV chassis -1 No	Compactor manufacturers or Vehicle manufacturers.

Table 2

Sl. No.	Estimated amount (in lakhs of Rupees)	Earnest Money Deposit (in lakhs of Rupees)	Last date of issue of Bid Documents	Last date of submission of Bid	Date of Opening of Prequalification on Bid	Cost of Tender form (Rs.)
	1	2	3	4	5	6
1)	30.00	0.30	27.06.2013 @ 3.00 P.M	27.06.2013 @ 3.00 P.M	27.06.2013 @ 3.00 P.M	6,720

- Interested Bidders can procure the Bid documents by payment of a non refundable fee as outlined in the table above; in the form of Demand draft drawn in any Nationalised/ Scheduled Bank in favour of the The Executive officer, Thiruneermalai Town Panchayat payable at, on all working days upto 3.00 pm on or before the date specified in column no.3 of table 2 above. Bid documents can also be obtained by Registered Post or courier by sending a requisition letter addressed to The Executive officer, Thiruneermalai Town Panchayat enclosing a Demand draft of any Nationalised/ Scheduled Bank for the value of Bid documents and an additional payment of Rs..... at the risk and responsibility of the prospective Bidder. Bid Documents can also be downloaded from the websites www.tenders.tn.gov.in or www.tn.tenders.gov.in at free of cost. The downloaded Bid documents shall be submitted without modification or insertion in the Bid documents or otherwise Bid will be liable for rejection.
- The Bidder shall furnish, as part of the Bid, a **Bid Security (Earnest Money Deposit)** given in column 2 of table 2. The Bid Security shall be either in the form of **Demand Draft/ Banker's cheque/Bank Guarantee**, drawn from any Nationalised/Scheduled Bank in favour of the The executive officer, Thiruneermalai Town Panchayat ; by remitting cash into the ----- Treasury, to the credit of deposits. The Earnest Money will be refunded to the unsuccessful bidder on application after intimation is sent of the rejection of the tender or at the expiration of bid validity period. Tenders not accompanied by the Bid Security will be summarily rejected.

3. **The filled up Bid documents must be delivered in two cover system (Prequalification and Price Bids in separate sealed envelopes and the sealed envelopes shall then be put together in another envelope as detailed in the bidding documents) with Earnest Money Deposit as outlined in Para 2.**
4. The filled up Bid documents will be received up to the last date and time of submission as outlined in the table above. Duly filled in Bid documents shall be put in any one of the tender box provided at the Tender Sales Counter, Office of the Thiruneermalai Town Panchayat.
5. The Bid will be opened at the time and date outlined in the table above at the office
6. The filled up Bid documents can also be sent by post or courier to the o/o Executive officer Tel: 044-22730569, the Town Panchayat of Thiruneermalai shall not be responsible for any delay in transit.
7. The Bids received after the due date and time as outlined in the table above will not be considered under any circumstances.
8. All other details can be had from the office of Thiruneermalai Town Panchayat

COVER 'A' - TECHNICAL BID – 1 TO 47 PAGES

COVER 'B' - FINANCIAL BID – 48 TO 56 PAGES

(Sd/-)
The Executive Officer
Thiruneermalai Town Panchayat

Section II

INSTRUCTIONS TO BIDDERS (ITB)

A. General

2.1. Scope of Bid

- 2.1.1 The Executive officer of Thiruneermalai Town Panchayat invites bids from established manufacturer of compactors, as described in the Bid Data Sheet. The name and identification number of the Contract is provided in the Contract Data.
- 2.1.2 The successful Bidder will be expected to complete the Contract with in the period stipulated in the Contract Data.
- 2.1.3 Scope of Supply: (i) Suitable chassis with Engines with BS III Emission Norms.
(ii) Supply & Fitment of Compactor & Body as per specifications

2.2. Eligible Bidders

- 2.2.1 A Bidder shall be any Person, Company, Corporate body, Association, Body of individuals, Group of persons, Limited company, Firm, Organization either single or joint venture from India who are legally competent and entitled for entering into contract as per the law of contract prevailing in India.
- 2.2.2. In the case of a Joint venture/Consortium/ Group bidding:
- 2.2.2.1. There shall be a Lead Bidder. A Lead Bidder shall submit only one bid for the Contract. He shall not be a member in any other Consortium or joint venture for the same Contract. There shall be a joint venture or consortium or group agreement executed between the parties exclusively for the project and which shall be legally enforceable by way of attesting by a notary. This agreement shall be submitted along with the Bid.
- 2.2.2.2 All partners shall be jointly and severally liable for carrying out the supply under the contract.
- 2.2.2.3 The Lead Bidder shall be designated in the Joint venture/ Consortium / Group agreement to be submitted along with the Bid. The Lead Bidder shall have the authority to conduct all business for and to act on behalf of any and all partners of the Joint venture/ Consortium/ Group, during the bidding process and in the event the contract is awarded.
- 2.2.2.4 The Lead Bidder shall be responsible for the submission of Bid and complete information required as per the described format, pertaining to each firm in the Joint venture/ Consortium/ Group and completion of contract documents and to furnish evidences admissible as per law. The Lead Bidder shall clearly identify the responsibility of other members of Joint Venture/Consortium/Group.
- 2.2.2.5 The Bid documents can be purchased by any one of the prospective members of a Consortium/ Joint venture/ Group but shall be signed by the Lead Bidder as specified in the Joint venture/ Consortium/Group agreement which also forms the part of the Bid document.
- 2.2.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with clause B/2.20
- 2.2.4 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- 2.2.6.1 The tenderer shall be the **manufacturer of compactors** or such type of equipments for more than 5 years and should show proof for the same.
- 2.2.6.2 The tenderer shall have achieved total **turnover of not less than Rs. 1.00 crore**. The certificate to that effect duly certified by Chartered Accountant shall be attached
- 2.2.6.3 The tenderer should attach proof for having sold **not less than 30 Nos.** of the model of compactor that is to be quoted in the last 5 years.
- 2.2.6.4 The tenderer shall have a capacity to manufacture **at least 15 nos.** of compactors at stretch.
- 2.2.6.5 At least 15 nos. of hopper type compactors manufactured by the tenderer or their principal/collaborator shall be in operation as on 01.04.2013. **The performance certificate** to that effect (**for 15 nos**) from the clients shall be attached along with the tender.
- 2.2.6.6 The tenderer or their local representative shall have their own workshops to accommodate atleast three vehicles at a time in and around Chennai or enter into MOU with local workshop within 30 days from the date of issue of order.
- 2.2.6.7 Should submit the list of major components and assemblies which will be indigenously manufactured and the list of major components and assemblies which will be imported.
- 2.2.6.8 Vehicle manufacturers can also take part in the tender if they fulfill the following requirements, apart from the other mandatory condition and eligibility requirements as per the document.
- a) They should enter into MOU with any compactor Manufacturer Company.
 - b) The Compactor Manufacturer in turn should meet eligibility Criterion mentioned in Technical Bid.
 - c) Eligibility criterion Nos.6,7 & 8 of technical bid can however be met jointly by vehicle manufacturer and the compactor manufacturer.
 - d) The MOU entered upon between the vehicle manufacturer and the Compactor manufacturer should meet all the Criteria prescribed in the Technical bid.
 - e) **All such techno commercial conditions prescribed for compactor manufacturer should also be met by vehicle manufacturers.e.g: No. of Compactors sold; performance; supply/production capacity etc.**
- Necessary documentary evidences shall be attached as proof for each of the above.

2.3. Qualification of the Bidder

- 2.3.1 All Bidders shall provide a preliminary description of the proposed procurement method and schedule, as necessary.
- 2.3.2 All Bidders shall include the following information and documents with their bids in the prescribed format as stated in the Bid Data sheet:
- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) Total monetary value of business for each of the last five years;
 - (c) Experience in the Contract of similar nature and size for each for the last five years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
- 2.3.3 Bids submitted by a Joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the Bid Data Sheet:
- (a) The Bid shall include all the information listed in Sub-Clause 2.3.2 above for each Joint venture partner;

- (b) If the Bidder is a Joint venture undertaking/ Consortium/ Group, all the parties need not sign the bid document provided that a Joint venture/Consortium/Group agreement, and Power of attorney for the person to sign is submitted along with the Bid. The date of signature shall be provided wherever stated.
- (c) The Bid by a partnership firm shall contain the full names and addresses of all partners. It shall be signed in the name of the partnership firm by one of the members of the partnership authorized for the purpose or by an authorized representative followed by the name and designation of the person signing.
- (d) Copy of the constitution of firm/ partnership with the name of partners duly attested by a Notary public and the instrument authorizing the persons to sign on behalf of the firm shall be furnished.
- (e) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

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

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

2.5. Cost of Bidding

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

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

2.7. Amendment of Bidding Documents

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

B. Preparation of Bids

2.8. Language of Bid

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

2.9. Documents Comprising the Bid

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

- a) The Bid
- b) Bid Security;
- c) Registration Certificate of the company;
- d) Latest registered partnership deed, in case of partnership firm.

- e) Details of manufacturer's country of origin.
- f) Manufacturers or their authorised dealers' documentary evidence for establishing the supply of minimum 30 nos. of compactors during last 5 years.
- g) The documentary evidence from the manufacturer of compactors giving back up service to the tenderer if the tenderer is fulfilled by the collaborator to manufacturer.
- h) The documentary evidence showing that the tenderer has got workshop or MOU with local workshop to accommodate 3 vehicles at a time.
- i) Copy of PAN card with photo duly notarised.
- j) The original notarised agreement between the manufacturer or their principal/collaborator duly signed by both the firms confirming the collaboration for design, manufacture and supervision of compactor units as required under technical specifications.
- k) The original letter from the tenderer or their principal/collaborator giving information that the compactors will be produced under their technical guidance and direct supervision, if fabricated totally.
- l) All the literature & drawing in support of the product.
- m) Order copies showing proof for having supplied at least 30 Nos. of same type of Compactors.
- n) Performance certificates for 15 nos of compactors from the clients.
- o) Income Tax clearance certificate for the current year obtained from appropriate authority.
- p) Sales Tax clearance certificate for the current year obtained from the appropriate authority;
- q) Layout dimensional drawings, literature and brand name, ISO Certification number (if available)

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

1. The rates of taxes, duties & custom duties applicable on the day of opening shall be clearly included in the offer
2. Prices quoted shall be fixed for both Chassis and Compactor.
3. Charges for transportation, insurance and other incidental expenses for delivery of the equipment shall be included in the cost.
4. The prices, cost stated in the tender shall be in Indian Currency only.
5. Prices quoted by Tenderer shall be fixed except for statutory levies (In case of Chassis only) The tenderers shall have to attach a certificate from vehicle manufacturer certifying that the rates stated for Chassis are special Government prices and applicable to the Government departments, During the contract no other price variations will be allowed under any circumstances. Tender submitted with variable price, tender will be treated as non-responsive and will be rejected out rightly.

2.10. Bid Prices

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

2.10.2 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices, and total Bid price submitted by the Bidder.

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

2.11. Bid Security (Earnest Money Deposit)

2.11.1 The Bidder shall furnish, as part of the Bid, a Bid Security (Earnest Money Deposit) for an amount equal to 1% of the Estimated Contract Value or equivalent as specified in the Bid Data sheet. The Earnest Money Deposit shall be either in the form of Demand Draft / Bank Guarantee drawn from any Nationalised/ Scheduled Bank in favour of the Executive officer; Banker's cheque; or a challan by remitting cash into ----- Treasury, to the credit of deposits

which do not bear interest. The Earnest Money will be refunded to the unsuccessful bidder on application after intimation is sent to the unsuccessful Tenderer tender or at the expiration of Bid validity period. Bids not accompanied by the Bid Security will be rejected. The Bid security of the successful Bidder will be returned as per clause 2.15.2.

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

2.11.3 The Bid Security will be forfeited:

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

2.12.1 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 2.3.2(a) or 2.3.3(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be signed by the person or persons signing the Bid.

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

C. Submission of Bids

2.13. Sealing and Marking of Bids

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

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

2.13.3 The filled up Bid documents shall be submitted up to the last date of submission as given in Bid Data sheet. Duly filled in Bid documents shall be put in any one of the Tender boxes provided at the Thiruneermalai Town Panchayat office. Tenders can also be submitted by Post or Courier, provided that the Bid inviting authority shall not be responsible for any delay in transit in such cases.

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

2.14. Deadline for Submission of Bids

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

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

2.15. Late Bids

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

D. Bid Opening, Evaluation and Award of Contract

2.16. Bid Opening

- 2.16.1 The Tenders shall be opened at the specified time in the presence of attending tenderers.
- 2.16.2 Price Bids of Tenderers who do not qualify technically shall be rejected without further consideration.
- 2.16.3 To assist in the scrutiny, evaluation and comparison of bids, the Employer may, at their discretion, request clarifications on the bid from the tenderer.
- 2.16.4 Notwithstanding any Terms and Conditions stipulated in the tender documents, Employer reserves the right to accept or reject in part or whole any, or all the tenders received at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

2.17. Correction of Errors

- 2.17.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer where there is a discrepancy between the amounts in figures and in words, the lowest will be taken.
- 2.17.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 2.11.3(c).

2.18. Notification of Award and Signing of Agreement

- 2.18.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the supply of the goods by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 2.18.2 The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with Clause 2.19 and signing the Agreement in accordance with Sub-Clause 2.18.3.
- 2.18.3 The bidder shall have to enter into an agreement with the employer within 30 days from the date of receipt of letter of acceptance. The form of agreement will have to be stamped at the stamp office at the cost of the bidder.
- 2.18.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

2.19. Performance Security (Security Deposit)

- 2.19.1 Within 14 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security. The Performance Security (Security Deposit) will be 2% of the contract amount as in the form of National Savings Certificate/ Small savings instrument (KV, SSC)/ deposits/ Accounts pledged in favour of the Executive Officer-----Town Panchayat; irrevocable Bank Guarantee. However it is open to the Executive officer----- to insist on higher deposit as per rules in force.
- 2.19.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause 2.19.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

2.20 Corrupt or Fraudulent Practices

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

- 2.20.1 "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

2.20.2 'Fraudulent practice' means a misrepresentation of facts in order to influence the selection process or execution of a contract which is detrimental to the Employer and includes collusive practice among the bidders during selection process, designed to establish prices at artificial, non-competitive levels and to deprive the Employer of the benefits of free and open competition.

2.20.3 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.21 Evaluation of bid

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

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

2.21.2 The bid shall be evaluated on the price quoted for supply of chassis, fabrication & erection of driver's cabin on the chassis, mounting of compactor body, {(A) + (B) + (C) + (D)}.

2.22 Rejection of bid

The tender will be rejected if the tenderer

- a) EMD is not attached.
- b) Stipulates the validity period less that what is stated in the form of tender Does not disclose the full names and address of all his partners in the case of all partnership concern.
- c) Does not fill in and sign the Tender Form Specification of the articles and works as well as Bill of Quantities and Rates completely.
- d) Does not submit the Tender in sealed envelope.
- e) Does not submit the Original Tender Form duly signed and stamped.
- f) Submit the tender without stating the rates in words and / or in figures and / or both.
- g) Submit the tender without latest solvency certificate for Rs-----
- h) Does not submit the annexures duly signed and stamped.
- i) Does not submit a valid original "Notarized" agreement between them and the principal/collaborators giving back up guarantee for design, manufacture and supervision of compactor units as required under technical supervision.
- j) Does not submit an original letter from the principal/collaborator stating that locally manufactured compactors in India will be fabricated under the technical guidance and direct supervision of principal/collaborator and will be certified by them.
- k) The tenderer should submit certified copies of PAN documents and certified copies of his/their photographs failing which 'The tender shall be rejected outright'.
- l) Does not submit the tender with manufacturer documentary evidence of supplying 30 nos. of mobile compactors in India in the last 5 years.
- m) Does not submit details of local agent, his workshop, skilled workers, and supervisory staff working with him.
- n) Does not submit manufacturer's original undertaking towards guarantee for spares and services for 10 years in Chennai.
- o) Does not quote for all the items slated in the schedule of quantities.
- p) Does not submit the certificate from Chartered Accountants for having achieved turnover of Rs.----- atleast twice during the last 5 years.
- q) Does not quote for only one make and only model of chassis as well as compactor unit.
- r) Does not mention make and model of chassis.

E. Bid Data Sheet

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

Instructions to Bidders (ITB) Clause Reference	Bid Data																																
	A. General																																
(2.1.1)	The Scope of bid is Under this contract, the successful bidder has to supply. A. Suitable Chassis with Engines with BS III emission norms B. Driver-cum- attendant Cabin as per specifications. C. Supply & fitment of Compactor equipment & body as per specifications.																																
(2.2)	The qualification data required from bidders in Clause 2 are modified as follows: NIL																																
(2.3)	The qualification criteria in Clause 3 are modified as follows: <i>NIL</i>																																
(2.3.2b)	The minimum required annual value of Supply for the successful Bidder in any of the last five years shall be <i>[insert figure in Indian currency]</i>																																
(2.3.2c)	Experience in the supply and installation of products/goods for the last 5 years <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Year</th> <th style="width: 35%;">Details of Purchaser(s)</th> <th style="width: 35%;">Details of Supply</th> <th style="width: 15%;">Value of Work</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr> <td> </td> <td> </td> <td style="text-align: center;">Total for the last 5 years</td> <td> </td> </tr> </tbody> </table>	Year	Details of Purchaser(s)	Details of Supply	Value of Work																											Total for the last 5 years	
Year	Details of Purchaser(s)	Details of Supply	Value of Work																														
		Total for the last 5 years																															
(2.11.1)	The amount of Bid Security shall be 1.20 lakhs.																																
	C. Submission of Bids																																
(2.14.1)	The address for the purpose of Bid submission are Office of Executive Officer, Thiruneermalai Town Panchayat																																
	The deadline for submission of bids shall be 27.06.2013 @ 3.00 P.M																																
	D. Bid Opening, Evaluation and Award of contract																																
(2.16.1)	The opening of the Prequalification Bid shall take place at <i>Office of the Executive Officer, Thiruneermalai Town Panchayat on 27.06.2013- @ 3.00 P.M.</i>																																
(2.19)	The Standard Form of Performance Security acceptable to the Employer shall be <i>[insert the form of Security as per the conditions of Contract.</i>																																

SECTION III

Conditions of Contract- General Conditions

3.1 Scope of Procurement

- 3.1.1 The quantity of procurement as provided in the tender documents is of indicative nature. The actual quantity will be as drawn by the Department through call ups and the same will be within the overall quantity of the Purchase order to be issued by this office.
- 3.1.2 The Employer reserves the right to reallocate the quantities between the locations within the Purchase order quantity in case the order placed is for multiple locations.
- 3.1.3 The Employer also reserves the right to short close the order at any time during the currency of the contract / validity of the Purchase order before drawing the full quantity.
- 3.1.4 If required the samples of the items must be furnished along with tender, in certain cases the approved sample bid covers only will be opened

3.2 Packing

- 3.2.1 The packing requirement for supply of the material either in bulk or in packed form shall be as provided in section VIII – Bill of Quantities.
- 3.2.2 In case the supply is to be made in bulk, the successful tenderer will be required to ensure that the Bulk tank lorry through which the material is supplied is well equipped to facilitate smooth unloading at our locations.
- 3.2.3 In case the supplies are to be made in packed form, the details required in Special Conditions need to be furnished on the containers.

3.3 Price

- 3.3.1 The rate / price offered by the tenderer should be open for acceptance for a minimum period as mentioned in Section V - Contract data, from the date of opening of the tender. No upward revision in the price will be allowed during the above period and after communication of the acceptance of the tender during the validity period.
- 3.3.2 The tenderers are requested to quote the Unit rate and taxes, if applicable, in Format given in **Section X– Price Bid**. They should also specifically include Excise Duty, Education Cess, Sales Tax, Octroi and any other levies, if applicable
- 3.3.3 If a particular tenderer is not registered under Sales Tax Act, the price quoted by him will be treated as net and inclusive of sales tax and any further claim made by him for reimbursement of the same on account of retrospective registration under the Sales Tax Act will not be entertained by the Corporation. Any such liability for payment of Sales Tax will be wholly and exclusively that of the tenderer quoting against our tender.
- 3.3.4 The price should be firm and irrevocable and not subject to any upward revision due to increase in cost of raw material, components and labour cost till the completion of the order. However, any increase / decrease in statutory levies on finished materials during the scheduled delivery period will be on Employer's account on production of documentary evidence.
- 3.3.5 All the rates given in the tender schedule should be expressed both in words and in figures and where there is difference between the two, the lower rate will be taken into consideration.
- 3.3.6 The tenderers should indicate their price inclusive of packing, stenciling, handling cost, loading and unloading at Employer's locations.

3.4 Quality of the Product

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

3.5 Delivery

- 3.5.1 The delivery period indicated in the tender, or in our order, or separately in the form of a letter, from time to time, is to be strictly adhered to. In case of delay in supplying, the Employer reserves the right to ask for compensation for such late deliveries at its sole discretion. Such compensation will be payable on demand or shall be recovered from the EMD or Security Deposit or from any other payment due to the tenderers from the Employer.
- 3.5.2 The Employer at its sole discretion also reserves the right to purchase the goods from other sources at the cost and risk of the tenderer in case of failure to effect supplies within the stipulated delivery period.
- 3.5.3 Small Scale Industries registered with NSIC, provided the material tendered is part of the Registration Certificate and such certificate is valid. However, the exemption will be available provided the monetary limit indicated in the NSIC Registration Certificate covers the value of items ordered.
- 3.5.4 **Delivery period: Shall be 30 days from the receipt of purchase order.**

3.6 Consignee and Security of Material

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

3.7 Warranty

The goods supplied should be covered under warranty for a period of not less than 12 months from the date of handing over /supply of vehicle / equipment whichever is earlier for manufacturing process or assembly or material defect on a combination of any or all of the above

3.8 Payment

The following payments shall be released after supply of the fully built compactor equipment after Registration, F.C, and other RTO formalities have been completed:

- a) 70% of the chassis cost only will be paid to the tenderer on production of Invoice in the name of Commissioner, Corporation of Chennai

- b) The 90% payment (of cost of compactor equipment plus cost of chassis less 70% of the cost of the chassis) will be made within 30 days of registration of vehicles in the name of Executive Officer, Thiruneermalai Town Panchayat
- c) The balance 10% payment will be released only after 60 days after confirmation that the vehicles are adhere to Technical Specifications in actual us in actual use.

3.10 Penalty

Time is the essence of this contract. Hence, subject to Force Majeure, if the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the department shall deduct from the contract price a sum equivalent to **0.5%** of the delayed goods for **each day** of delay up to **maximum** deduction of **10%** of the delayed supply or services. Once the maximum is reached the department may consider termination of contract

3.11 Validity of Purchase Order

- 3.11.1** The validity of Purchase order which will be placed on the successful tenderer / tenderers shall be valid for 6 months/1 year in case of annual Tender from the date of the Purchase order or till the time the total quantity is supplied, whichever is earlier, unless otherwise specified in Contract data.
- 3.11.2.** Due to operational requirement in some of the procurements, the validity of Purchase order may be different than the above. However, such change shall be notified in Form 'A' of the tender document.

3.12. Liquidated Damages

The Sellers hereby agree to pay to the Employer by way of Liquidated damages, and not as penalty, an amount equal to ½% (one half percent) of the material so delayed for each day or part thereof of such delay in delivery subject to a maximum of 10 % of such prices

3.13 Force Majeure

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

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

3.14. Termination

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

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

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

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

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

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

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

3.15 Disputes

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

SECTION IV
Conditions of Contract- Special Conditions

4.1 Product Acceptance Tests

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

4.2 Warranty Terms and Conditions

- 4.2.1 The Contractor shall be solely responsible for the maintenance; repair of the whole system supplied and integrated and the Employer shall not be liable to interact with any of the partners/ collaborators or subcontractors of the Contractor.
- 4.2.2 The Contractor shall have adequate Technical Support Centers to meet the criteria for fault restoration/faulty unit repair times. The requirements for warranty shall be as per Specifications. The Contractor shall furnish the names, locations, complete postal address,

Telephone numbers and FAX numbers of all Technical support Centers at the time of signing the Contract.

4.2.3 The Contractor shall also provide the name of alternate contact person or Technical Support Center with address & telephone /FAX no., which may be contacted by the Employer or its authorized agency staff for support in case of no response/poor response from the designated Technical support center. This, however, shall not preclude the Employer from imposing the penalties, if any, as applicable as per the terms & conditions of this tender.

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

4.3 R.T.O Requirements

4.3.1 The tenderer has to take necessary care of insurance, registration and FC etc., of the vehicle till the final handing over. The tenderer has to observe RTO restrictions regarding height, width and overhang of equipment and the tenderer shall make his own arrangement to get the vehicle registered permanently from RTO Chennai, as per BS III emission norms.

4.4 Availability of spares

The tenderer shall state the details of availability of spares after completion of guarantee period and name of the authorised dealers etc., from where the genuine spare parts can be obtained.

4.5 Inspection

4.5.1 The department or its representative shall have right to inspect and / or to test the Goods to confirm their conformity to the Contract. The special conditions of contract and / or the Technical Specification shall specify what inspections and tests the supplier will carry out, in writing to the identity or any representatives retained for these purpose.

4.5.2 The inspections and test may be conducted on the premises of the supplier or manufacturer or its subcontractor(s) at point of delivery and / or at the Goods final destination. Where conducted on the premises of the Supplier or manufacture or its subcontractor(s), all reasonable facilities and assistance including access to drawings and productions data shall be furnished to the inspectors at no charge to the department. Any to & fro traveling and stay on duty for carrying out such inspection by the purchaser's representatives shall be to the supplier's account.

4.5.3 Shall any inspected or tested goods fails to conform to the specifications, the Department may reject them and the supplier shall either replace the rejected goods or make all alternations necessary to meet specifications, requirements free of cost to the department.

4.5.4 The department's right to inspect, test and where necessary , reject the Good's arrival at the departments destination shall in no way limited or waived by reason of the Goods having previously been inspected, tested and passed by the department or its representative prior to the Good's transportation from the manufacturer's workshop or godown.

4.5.5 Nothing in above in any way release the supplier from any warranty or other obligations under this contract.

The successful tenderer will arrange for the inspection of the compactors at their works at the following stages;

1. Completion of structure
2. Completion of paneling and mounting of tailgate

3. Completion of painting
4. Final trial with actual load

4.5.6 All the inspection Expenditure will have to be borne by the tenderer.

4.5.7 The vehicle should at least have capacity to work 8 hours continuously without any break per day

4.6 Insurance

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

SECTION V
Contract Data

The name of the Contract	:	Supply of compactors of 6 Cu.M capacity mounted on LMV chassis
Identification number of the Contract	:	-----
Validity of Order	:	30 days.
Performance Security	:	2 years
Contract Value	:	Total contract value is inclusive of supply of compactor
Warranty Period	:	12 months.

SECTION VI

6.1. DECLARATION BY THE BIDDER/TENDERER

I/We _____ hereby declare that I/We am/are not in any way related to any officer who is in charge of.....or having control of this work as referred ITB. I/We agree that if, at any stage, it is found that this declaration is untrue, the bid security/performance security paid by me/us will be forfeited and the contract entered will stand cancelled at the risk and cost of contractor. It is understood that the relationship with the officer referred to herein will be restricted to those referred in ITB.

Signature of the bidder

Place:

Date:

6.2. Letter of Bid

_____ (Location)
_____ (Date)

From
(Name & Address of the Bidder)

To

Dear Sir/Madam,

Sub : Tender for the Supply of compactors of 6 Cu.M capacity mounted on LMV chassis

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

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

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

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

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

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

Yours sincerely,

Authorised signatory:

Name and title of Signatory:

Name of Firm:

Address:

6.3. Qualification Information

6.3.1 PARTICULARS OF THE TENDERER

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

Annual Turnover in the last 3 years	
State Sales Tax Registration No.	
Central State Sales Tax Registration No.	
Names of the Bankers	

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

DATE _____

SIGNATURE _____

SEAL _____

NAME _____

DESIGNATION _____

ADDRESS _____

Email ID _____

6. 3.2 APPLICATION INFORMATION SHEET

Application Information	
Bidder's Legal Name	
In the case of Joint Venture/ Consortium/Group, legal name of each partner	
Bidder's actual or intended year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone no., e-mail address)	
<p>Attached are copies of the following original documents</p> <ol style="list-style-type: none"> 1. In the case of single entity, articles of incorporation or constitution of the legal entity named above. 2. Power of attorney to represent the firm or JV/consortium /group named above. 3. In case of JV, power of attorney for lead member of consortium by other JV partner 	

Signature of Bidder

6.3.3 JOINT VENTURE INFORMATION SHEET

DETAILS OF PARTNER(S) OTHER THAN LEAD PARTNER

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

Signature of Bidder

6.3.4 FINANCIAL STATEMENT (DATA FOR PREVIOUS THREE YEARS - IN INDIAN RUPEES)

a. Information from Balance Sheet

Year			
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

b. Information from Income Statement

Year			
Total Revenue			
Profit before Tax			
Profit after tax			
<p>Attached are copies of financial statements (balance sheets including schedules and income statements) for the last three years, as indicated above, complying with the following conditions All such documents reflect the financial situation of the bidder Historical financial statements must be audited by a certified chartered accountant Historical financial statements must be complete, including all schedules to the financial statements</p>			

Note : Bidder and Each member of JV/consortium/group must furnish details separately in this form

Signature of Bidder

6. 3.5 TOTAL ANNUAL TURNOVER

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

TOTAL ANNUAL TURNOVER FOR THE LAST THREE FINANCIAL YEARS	
Year	Indian Rupee
Total	

Signature of Bidder

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

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

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

Signature of Bidder

6. 3.7 PRESENT ASSIGNMENTS IN WHICH BIDDER FIRM IS WORKING IN JOINT VENTURE

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

Sl No	Name & Address of client	Brief Scope of the Work	Purchase Order (P.O) No. & Date of issue of P.O.	cost of Procurement (in Rs)	Type & amount of portion sublet by you	Name with whom you are in JV	Period of Contract	Whether the copies of the purchase orders / contracts from the client as required, is attached?	
								Yes/No	Pg. No. on the Proposal

Signature of Bidder

6. 3.8 PRESENT ASSIGNMENTS IN, WHICH BIDDER FIRM IS WORKING AS PARTNER

(INDICATE PLACE OF WORK FOR WHICH FIRM IS RESPONSIBLE)
 (Each bidder or member of JV/consortium/group must fill in this form)

Sl No	Name & Address of client	Brief Scope of the Work	Purchase Order (P.O) No. & Date of issue of P.O.	Cost of Procurement (in Rs)	Type & amount of portion sublet by you	Name of Lead Partner and other Partners with whom you are in JV	Period of Contract	Whether the copies of the purchase orders / contracts from the client as required, is attached?	
								Yes/ No	Pg. No. on the Proposal

Signature of Bidder

**6. 3.9 COMPLETED WORKS IN WHICH FIRM WAS THE LEAD PARTNER
(DURING LAST 5 YEARS)**

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

Sl No	Name & Type of project/ works and its location	Brief techni- cal descri- ption	Name & Adres- s of client	Period of contract	Cost of project (in Rs)	Type & amount of portion sublet by you	Year of Completion		Reaso- ns for delay if any
							Sched- uled	Actual	

Signature of Bidder

**6. 3.10 COMPLETED WORKS IN WHICH FIRM WAS IN JOINT VENTURE
(DURING LAST 5 YEARS)**

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

SI No	Name & Type of project/works and its location	Brief technical description	Name & Address of client	Cost of Project (in Rs)		Period of contract (as provided in the agreement)	Year of Completion		Reasons for delay if any
				Entire	yours		Scheduled	Actual	

Signature of Bidder

SECTION VII

Specifications

SPECIFICATIONS FOR COMPACTOR EQUIPMENTS

7.1 VEHICULAR CHASSIS

The vehicular chassis supplied shall be as per following specifications for mounting Compactor Equipment suitable for use with containers as per specifications attached.

Make of Chassis	:	Any suitable Chassis
Type	:	Full forward only. Single axle at the rear.
Engine	:	4/6 Cylinder water cooled engine developing suitable BHP. The engine shall be operated with diesel as a fuel
Emission Norms	:	Meeting BS III only and a certificate to this effect shall be produced from the manufacturer.
Wheel Base	:	Suitable Wheel Base
G.V.W.	:	Around 8 Tonnes minimum
Tyres sizes	:	Suitable size.
Gear Box	:	5 forward and 1 reverse gear (Synchromesh)
Fuel Tank	:	Capacity of 100 litres (Approximate)
Starter / Alternator	:	Lucas or equivalent make only
Battery	:	Exide / AMCO / Amaron or equivalent make only
Wheel Base	:	Suitable to accommodate drivers cum- attendant compartment and compactor body of 6 Cub.M without exceeding the permitted over hang, as per RTO Norms.
Drive	:	Right Hand Drive only
Steering	:	Power Steering only
Brakes	:	Full Air Brakes with Air dryer kit and automatic slack Adjuster
Requirement of Spares: & Tools	:	1. Spare Wheel Rim with spare Tyre and Tube 2. Free Service Coupons 3. Hydraulic Jack & Tool Kit

The rates quoted for the vehicular chassis shall not be more than the DGS & D rates if available or rates applicable to Govt. Departments including transportation to Chennai. The letter from the manufacturer conforming the DGS & D (if available) or special Govt. Prices quoted shall be attached. Tenderer shall purchase the chassis from the authorised dealer or the manufacturer. No Entry Tax will be paid by the Thiruneermalai Town Panchayat. However payment for chassis will be made by Thiruneermalai Town Panchayat on production of Invoice and necessary certificates. The tenderer shall make their own arrangement to take delivery of chassis from the dealer and transport it to their work place at no extra cost to Thiruneermalai Town Panchayat and at no risk/liability whatsoever.

The price shall include excise duties, taxes, Octroi, transportation charges, fuel, freight and insurance charges. No Octroi/Entry tax exemption form shall be supplied by Thiruneermalai Town Panchayat The tenderer should quote for suitable models Chassis having engine meeting emission norms presently in vogue.

7.2 COMPACTOR EQUIPMENT:-

CONSTRUCTION:

General:-

The rear loading compactor shall be mounted on suitable chassis. The compactor shall comprise of three main parts.

- a) The body and Ejector plate
- b) The tailgate and compaction hydraulic unit at rear body.
- c) The bin lifter unit.

The packing system will comprise of two moving plates the packing plate and the sweeping plate. The packing plate will travel on cured track. At the end of this track the sweeping plate will be activated and clean the hopper. At the end of its travel the packing plate will reverse its travel thus drawing and compressing the refuse into the body. The tailgate shall be provided with a hydraulic universal bin lifter which shall be suitable to lift standard containers of size 120, 240 and 600 & 1100 ltrs.

A. **The Body & Ejector plate :-**

The body shall be with minimum capacity to carry 6 Cu.M. Garbage, the hopper shall be of suitable size to carry minimum 0.5 Cu.M. of garbage. The body shall be mounted on the chassis with the help of cross member and suitable 'U' bolts. The paneling of the body shall be as follows

- | | | |
|-------------|---|------------------------------------|
| 1. Material | - | EN 24/2062 Steel IS Specifications |
| 2. Sides | - | 3mm thick |
| 3. Flooring | - | Minimum 4mm thick |

The body shall be reinforced with equitable size channel at appropriate distance so as to with stand the compression force of the garbage. The complete structure shall be fully welded to with stand the compaction. The body shall be open at the rear end.

B. **Hydraulic System:-**

- a) Hydraulic pump : Suitable to be directly mounted on Power take off or on gear box (Shaft Connection between PTO & Pump will not be accepted)

7.3 DESCRIPTION:-

The compactor body shall be constructed of steel as per the details given:-

- 7.3.1 The compactor body must be sufficiently strong and will have inside volume of minimum 6 Cu.M
- 7.3.2 The equipment i.e. the compactor shall be suitable to carry pay load of minimum 6 tonnes.
- 7.3.3 The equipment shall be rear loading type and shall be able to load and unload 120,240 600 and 1100 ltrs. Containers of DIN standards Universal loading comb arm arrangement to be provided.

- 7.3.4 Arrangement shall be provided to manually load the vehicle also. **The height of hopper for manual loading shall not be more than 800 mm to 1000mm from the floor level.**
- 7.3.5 The construction of the vehicle will consist of the body, the ejector system, the tailgate and hydraulically bin loading system
- 7.3.6 The garbage will be loaded in the hopper either manually or by emptying the containers hydraulically with the help of lifting mechanism. The garbage from the hopper shall be swept by sweeping plate fitted at the end of packing plate and pushed inside the body and then compressed against the ejection plate.
- 7.3.7 The tailgate shall be equipped with heavy duty turn buckle one on each side to hold tailgate and body together.
- 7.3.8 **Grab handles shall be located on each end of the tailgate.** The tailgate shall be fixed with heavy duty pins at the top with the compactor body.
- 7.3.9 The tailgate shall be provided with sturdy arrangement for raising and controlling of descent
- 7.3.10 The tailgate shall be provided with one piece removal rubber gasket extending across the entire bottom width of the tailgate and vertically upto 600mm.
- 7.3.11 The operation of the tailgate mechanism shall include operation by two hands so that the possibilities of accidents are minimum
- 7.3.12 Hose burst non return valves shall be provided to prevent the tailgate descending in the event of hydraulic failure.
- 7.3.13 Standing platform should be provided on either side in the rear.
- 7.3.14 The packer plates shall be designed as per the specifications given.
- 7.3.15 Heavy duty Lever shall be provided on the rear side of the vehicle to start packing mechanism. **Arrangement shall be provided to stop the system instantaneously with the help of switches provided at the rear of the vehicle.**
- 7.3.16 The packer blade shall be designed as per the specification given.
- 7.3.17 The packer blade shall be fitted with sturdy mounting to the cylinders.
- 7.3.18 There shall an inter lock valve fitted to prevent packing/occurring when the hopper is raised.
- 7.3.19 Arrangement shall be provide to control the speed of the engine automatically at the time of operation of Compacting system so that the sped is not depend on the throttle opening of the engine when the vehicle is stationery.
- 7.3.20 The ejector plate shall be suitably angled & so that proper ejection takes place when operated.
- 7.3.21 **Arrangement shall be provided such that the tailgate will not come down even in case of hydraulic failure**
- 7.3.22 **Pressure regulation switch shall be provided for setting desired pressure of telescopic cylinder on the ejector plate.** The regulation switch shall have a lock & key arrangement for pressure setting & for safety of the system.
- 7.3.23 Provision shall be made for draining the collected leechet.

7.4 HYDRAULICS:-

- 7.4.1. The vehicle chassis shall be selected to mount hydraulic equipments easily

7.4.2 Arrangement to have direct drive or shaft drive from P.T.O. to the hydraulic pump shall be made.

7.4.3 P.T.O hydraulic pump and the hydraulic system fitted including valves shall be manufactured by reputed manufacturers like Wipro, U.T. Ltd./Dowty/ Vickers and equivalent.

The pump shall be directly coupled with power take off and shall develop sufficient pressure to operate the complete hydraulic system. The necessary valves shall be provided, so as to have the simultaneous operation of the system.

Suitable Hydraulic tank with Air breather-cum-filter shall be provided. The filter shall be provided at the inlet line and return line.

7.5 SPECIFICATION FOR DRIVER – CABIN ;

The Chassis shall be of standard make and fitted with standard cabin with all standard and mandatory fitments meeting all R.T.O. mandatory requirements.

7.6 SPECIFICATION FOR THE COMPACTOR EQUIPMENT

1. Compactor Capacity - 6 Cu. Metre
2. Compaction Ratio - Not less than 1 : 2
3. Control Valves and Cylinders - To be of reputed Indigenous make
4. Control Valves of the following make
 - a. Dowty
 - b. Wipro
 - c. UT
 - d. Vickers or equivalent
5. Heavy duty hoses to be provided
6. Hopper capacity - 0.5 Cub. M.
7. Hopper height from ground level - not more than 1 metre
8. Both arm lifting and Comb arm arrangement for universal bin loading to be provided. The Bin loading arrangement should be capable of loading bins of the following sizes; 120 Litres / 240 Litres / 600 Litres / 1100 Litres

7.7 MISCELLANEOUS

- I. The cabin shall be provided and fixed with
 - a) Roof Light - 02 Nos.
 - b) Heavy duty Wiper Machine of reputed make only (With Arm & Blade) - 02 Nos.
 - c) Heavy duty Bracket type convex mirror - 02 Nos.
 - d) Extra wiring wherever necessary
- II. Suitable size battery box of 10 SWG aluminum sheet to accommodate two batteries shall be provided inside the cabin. The extra length of battery cable shall be provided by the tenderer.
- III. Stop lights, direction indicator lights and tail lamps shall be provided and fitted.
- IV. The dash board shall be fixed behind the steering wheel near driver's seat so as to enable him to see the dash board and also enable him to operate the switches without bending or stretching his hand too long.
- V. All controlling switches for lights, driver cab light and wiper machines shall be provided on dash board panel or near driver's seat to operate easily.
- VI. The cabin shall be painted externally and internally in IEL Dulux paint of approved shade.

7.8 PAINTING

The under chassis parts and the portion shall be painted with anticorrosive black.

Complete unit including cross and super structure member shall be painted with superior quality anti-rust paint. All the paint material shall confirm to ISI specifications and shall be of specified makes.

The cabin shall be painted with three coats of dulux paint or equivalent externally and internally. The colour scheme will be informed at the time of fabrication.

The compacting unit shall be send blasted and painted with anti- corrosive primer before painting with two coats of polyurethane paint of ISI approve make. All necessary indicative labels shall be pasted on for easy operation.

The rear body shall be painted from outside with Dulux. The colour scheme will be intimated later.

7.9 BIN LIFTER

- I. The bin lifter shall be suitable to lift the standard containers of size 120,240, 600 & 1100 Lts.
- II. A control panel shall be installed at convenient position such that the working of hydraulic cylinder can be controlled safely. The arrangement shall also to provide to accelerate the automobile engine automatically from the rear.
- III. A safety valve shall be provided to avoid sudden descent of bin lifter in case of failure of hydraulic pressure.
- IV. Both arms type & comb lifting attachment to be provided.

7.10 OTHER EXTRA FITMENTS

- a) Two Footsteps shall be provided one each on left and right side at the rear & Two Hand bars one on each side at the rear side shall be provided for the equipment operators to stand and travel when the compactor is moving.
- b) One large flashing light shall be provided in the front in the centre at the highest point so as to be seen clearly.
- c) Two emergency stop switches shall be provided on either side of the body to instantly stop the operation in case of emergency.
- d) A level indicator shall be provided to indicate hydraulic oil level in the tank
- e) The rear door shall be provided with packing so that fluid does not flow out.
- f) The necessary safety features shall be provided to safeguard the operators. The details of these features shall be clearly stated in the tender.
- g) All extra wiring will have to be carried out by the successful tender.
- h) The vehicle shall be provided with reverse horn so that it gives the indication at the time of reversing.
- i) Arrangement shall be provided to get an indication as soon as the garbage contained reaches its maximum (6 Cu.M which will be specified at the time of fabrication). Arrangement shall also be provided to stop the operating cycle as soon as the Compactor is full.

7.11 Technical Detail

The following details of the Compactor equipment shall be supplied by the tenderer along with the tender cover "A"

- a) The General description of the equipment
- b) The drawing of the equipment
- c) The continuous working capacity.
- d) The compaction ratio expected to be achieved.
- e) The details of hydraulic oil to be used. (The Oil grade shall be that manufactured by Nationalised Oil Companies)

The tenderer will have to supply the following with the vehicles;

- | | | |
|---|---|---------|
| a. Workshop manual for chassis | - | 06 nos. |
| b. Spare parts catalogue for chassis | - | 06 nos. |
| c. Workshop manual for Compactor with preventive maintenance schedule | - | 06 nos. |
| d. Spare parts catalogue for Compactor | - | 06 nos. |

- e. Price List for all the components of the Compactor equipment – 06 nos.

7.12 SPECIAL DIRECTION TO THE TENDERERS

- 7.12.1 The work involves fabrication, erection, supply and commissioning of Garbage compactors having minimum 6 Cu.M capacity mounted on suitable Chassis to be purchased by Tenderer, as per specifications attached.
- 7.12.2 These specifications only show the requirement briefly each tenderer shall attach descriptive literature along with a detailed description of the machine covering all the salient features.
- 7.12.3 The machine shall have mechanised container loader system operated hydraulically.
- 7.12.4 The compactor shall be built to with stand the strength and vibration of the roads as well as those at landfill site. The tenderers are requested to see landfill site in order to ensure the conditions under which the vehicles are expected to operate.
- 7.12.5 All moving parts shall be provided with adequate means of lubrication by providing nipples etc. All reciprocating parts shall be suitably guarded
- 7.12.6 The equipment shall be capable of being operated under average conditions for at least 8 hrs. Continuously without any ill effects on its component
- 7.12.7 The refuse compactor will meet the requirement of Motor vehicle Act 1989 with BS III Emission norms.
- 7.12.8 The compactors offered shall be designed & fabricated to give a compaction ratio minimum 1: 2
- 7.12.9 The tenderer will have to give the demonstration of the compactor offered whenever called for by the department
- 7.12.10 The tenderer shall offer the equipments/components of the makes stated in the specifications. If any deviation is made the tender is likely to be rejected. However imported components shall be approved by principals and international organisation with certificates.
- 7.12.11 Every part of the equipment including rubber hoses shall be guaranteed for a period of one year.
- 7.12.12 **The rates quoted for chassis shall be DGS& D rates (if available) or special rates applicable to the Government Departments. The certificate regarding the same from the vehicle manufacturer or their authorised dealer shall be attached along with the offer. The rates quoted shall be Ex-Chennai and no entry tax will be paid by the department.**
- 7.12.13 The rates applicable to the Govt. department at the time delivery for the chassis will be accepted subject to production of a certificate from the manufacturer regarding the prevailing price of the said chassis.
- 7.12.14 It will be the responsibility of the tenderer to collect the chassis from the regional sales office of the manufacturer or their authorised dealer and transport the same to their workshop. Any charges applicable for the same shall be included in the tender.
- 7.12.15 It will be the responsibility of the tenderer to deliver the vehicle after the completion of the fabrication of the Compactor equipment to Chennai. The charges applicable for the same including Octroi if any shall be included in the tender.
- 7.12.16 The prices for the equipment shall be inclusive of all taxes & duties namely, Custom duty, Excise duty, Octroi duty. Transit insurance, incidental and other expenses, extra fitment etc, however any change in statutory levies / charges after award of work may be accepted.

- 7.12.17 The successful tenderer will be fully responsible for the safety of the chassis when in their workshop. The successful tenderer will take out the necessary insurance, for risk against fire, theft, etc., the successful tenderer will have to sign an indemnity bond on the stamp paper in this regard.
- 7.12.18 Payment of 70% of the chassis cost only will be paid to the tenderer on production of Invoice in the name of Commissioner, Thiruneermalai Town Panchayat and necessary certificates to state that the prices are DGS & D or Special Government prices.
- 7.12.19 **The delivery of the compactors will have to be given at Thiruneermalai Town Panchayat**

ANNEXURE –A

CHASSIS DETAILS

SL. No.	Description	Corporation of Chennai Specification	Offer
1.	Make & Model	Suitable Chassis	
2.	Type	Full Forward	
3.	Engine	4/6 Cylinders meeting Emission norms presently in vogue	
4.	GVW	8 Tonnes Approx. minimum	
5.	Tyre Size	7.5 x 15 – 6 nos.	
6.	Gear Box	5 forward 1 reverse synchromesh	
7.	Wheel Base	Suitable to accommodate 6 Cu.M Compactor body	
8.	Brakes	Full Air Brake with Air Dryer kit and automatic Slack Adjuster	
9.	Emission Standard	Meeting BS III Emission norms	

Please note that all items in columns should be filled.

Tenderer's Signature & Stamp / Seal

ANNEXURE – 'B'

List of components to be imported from the principal

Sl. No.	Description of Item	Make
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

Signature of tenderer

SECTION VIII

Security Forms

FORM OF ADVANCE PAYMENT GUARANTEE

(Bank Guarantee)

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank. The executing Bank shall be from a Scheduled Bank in India having a net worth of more than Rupees Five billion)

Ref.No.....

Date.....

The Executive Officer
Thiruneermalai Town Panchayat
Kancheepuram District

Dear Sir,

Reg : Bank Guarantee

In consideration of Thiruneermalai Town Panchayat (hereinafter referred to as the “Employer” which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns), having awarded to (Name of the Contractor) (hereinafter referred to as the “Contractors” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Employer’s Contract Agreement dated and the same having been unequivocally accepted by the Contractor resulting in a Contract valued at for

Name of Work :

(hereinafter called the “Contract”) and the Employer having agreed to make (scope of work) an advance payment to the Contractors for performance of the above Contract amounting to (in words and figures) as an advance against Bank Guarantee to be furnished by the Contractors.

We, (Name of the Bank), having its Head Office at (hereinafter referred to as the “Bank”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay the Employer immediately on demand and or, all monies payable by the Contractors to the extent of as aforesaid at any time up to @* without any demur, reservation, contest, recourse or project and/or without any reference to the Contractors. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractors or any dispute pending before any Court, Tribunal, Arbitrator or any other authority, we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractors. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractors any other course or remedy or security available to the Employer. The Bank shall not be relieved of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of forbearance or other acts of omissions or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractors and notwithstanding any security or other guarantee the Employer may have in relation to the Contractors liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to and it shall remain in force up to and including @* and shall be extended from time to time for such period (not exceeding one year), as may be desired by (Name of the Contractor)

Dated this day of at

<p>WITNESS</p> <p>.....</p> <p>(Signature)</p> <p>.....</p> <p>(Name)</p> <p>.....</p> <p>(Office Address)</p> <p>.....</p>	<p>.....</p> <p>(Signature of authorized Bank Official)</p> <p>..... (Name)</p> <p>..... (Designation with Bank stamp)</p> <p>Power of Attorney (To be enclosed)</p> <p>Power of Attorney No Date</p>
---	---

@ The date will be ninety (90) days after the date of completion of Contract.

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated (Date) for the {Name of Work}(hereinafter called "the Bid").

KNOW ALL MEN by these presents that We (Name of Bank) of (Name of Country) having our registered office at (hereinafter called "the Bank") are bound unto (Name of Employer) (hereinafter called "the Employer") in the sum of for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of

THE CONDITIONS of this obligation are :

- (1) If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid: or
- (2) If the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the instruction to Bidders: or
- (3) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity :
 - a. Fails or refuses to execute the Form of Agreement in accordance with the instructions to Bidders, if required : or
 - b. Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or
 - c. Fails or refuses to furnish the Domestic Preference Security, where required.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of all of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date of 162 days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE..... SIGNATURE OF THE BANK.....
 SEAL OF THE BANK.....
 SIGNATURE OF THE WITNESS.....
 Name and address of the witness.....

EARNEST MONEY DEPOSIT REFUND FORM

From

To

Sir,

Sub : Tender No. 282/2013, dated: 08.06.2013

For the work of _____

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

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

Yours faithfully,

ADVANCE STAMPED RECEIPT

Received from _____ Rs. _____

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

Remitted in challan _____ dated _____

Signature of the Tenderer

Recommendation of the Head of the Department

Signature and Designation

381/2013

Thiruneermalai Town Panchayat

**BID DOCUMENT FOR
CONTRACT FOR THE SUPPLY OF COMPACTOR EQUIPMENT
OF 6 CU.M CAPACITY MOUNTED ON LMV CHASSIS – 1 NO**

FINANCIAL BID

Address of the Tender Inviting Authority:

Executive Officer

Thiruneermalai Town Panchayat

Kancheepuram District

TAMILNADU

(THIS TENDER DOCUMENT IS NOT TRANSFERABLE)

Section IX
Thiruneermalai Town Panchayat
NOTICE

**TENDER FOR THE SUPPLY OF COMPACTOR EQUIPMENT OF 6 CU.M CAPACITY MOUNTED ON
SUITABLE LMV CHASSIS - 1 No.**

The tenderer must sign with date and should submit the tender form completely in original along with EMD Rs.1.20 Lakhs by bank Demand Draft or bank guarantee in favour of the Executive Officer, Town Panchayat from anyone of the Nationalized schedule banks in a sealed cover super scribed as "**Tender for the supply of Compactor Equipment of 6 cu.m capacity mounted on a suitable LMV Chassis -1 No** and deliver the same at the office of Thiruneermalai Town Panchayat on **27.06.2013** at 3.00 p.m. on the said date. All the tenders will be received and will be opened at the office of the Town Panchayat, Thiruneermalai, in the presence of the tenderers as may attend.

1. The tenderers are requested to sign the Notice, letter of Tender, Schedule, Agreement and Terms & Conditions of Tender, failing which the offer will not be considered.
2. The lowest offerer may be declared to be the successful tenderer provided that it shall be in the decision of the Executive Officer, Thiruneermalai Town Panchayat and he reserves the right to decline or accept the lowest tender when the quoted amount offered appears, so clearly inadequate as to make it advisable to do so.
3. The commissioner reserves to himself the right to reject any of the tenders or to accept any tender without assigning any reason for doing so.
4. The minimum period required for intimation of acceptance or non-acceptance of the tender is 1 month from the date of opening the tenders.
5. No tender will on any account be received after the time fixed for the opening of Tenders.
6. Rate should be quoted both in words and figures. If there is any difference between the rates in words and that in figures, lower of the two will be treated as the correct one.
7. Tenders received with insufficient amount of EMD will be rejected.
8. Tenderer or his / her authorised representative should be physically present at the time of opening of tender and if for any reason they want to withdraw from the tender they may do so on written request, before opening of the tender.
9. The successful tenderer hereafter-called contractor should pay 2% Security deposit of total sanctioned value and execute an agreement for the due and faithful performance of the contract as required under ----- act.

Signature of Tenderer

Form of Agreement

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

Thiruneermalai Town Panchayat

Contract for the supply

By M/s.....

AGREEMENT

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

Two thousand and.....between.....

..... Messrs.....

.....
.....

(herein after referred to as the contractor) of the one part and the Executive Officer,
Thiruneermalai Town Panchayat (here in after called the purchaser) of the other party

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

1.Chalan No. & date of

Tender deposit amount. Rs.30,00,000/-

2.Additional security amount. Rs.....

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

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

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

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

The terms 'Town Panchayat ' shall mean the " Executive officer " or the council of the Thiruneermalai Town Panchayat or both acting under the powers vested in them by the Municipal Act ----- 1920 or any act amending the same.

The term" Executive Officer" shall mean the Executive Officer of Thiruneermalai Town Panchayat. For the time being.

1. The Contractor shall sell and the purchaser shall purchase the quantities of materials specified here in.
2. The Executive Officer, Thiruneermalai Town Panchayat / shall be the sole judge upon all matters relating to the meaning and the consequence of the specification and conditions of this contract.
3. The printed materials shall be the very best quality and shall comply with the conditions and stipulations specified here in. All materials taken from the contractor shall be inspected by an officer of the Town Panchayat, Thiruneermalai, and the decision of the Executive Officer, Thiruneermalai Town Panchayat as to qualify shall be final and binding the both parties.
4. Time shall be considered as the essence of this contract on the part of the contractor and in the case the contractor shall fail to complete the delivery of any part of the materials to be supplied under this contract within the time which the period of completion may have been extended under the powers herein given or if in the opinion of the Executive Officer / , the contractor shall not be making delivery at such a rate as will ensure complete delivery within the time given , it shall be lawful for the commissioner of the corporation of Chennai without prejudice to his remedy in clause 10 to obtain the materials from any other person or persons and any additional expenses so incurred shall be payable by the contractor.
5. If at any time during the continuance of this Agreement , the contractor in the opinion of the Executive Officer have been delay in making any supply ordered by reason of any lock-outs , strikes, riots, mutinies, wars, fire, storms, tempest or other unexpected causes by the Executive Officer as he may consider reasonable.
6. All expenses damages, and other moneys payable to the Thiruneermalai Town Panchayat by the contractor under any stipulations in this contact may be retained out of any moneys then due to which may subsequently become due from the Town Panchayat to the contractor under this or any other contract and in case such money then due or to become due to the contractor by the Town Panchayat shall be insufficient to pay such said expenses ,damages and money , it shall be lawful for the Executive Officer to sell and dispose of any or all of the securities deposited by the contractor and out of proceeds of such sale to reimburse and pay to the purchaser all the Said expenses, damages, and money and in case such proceeds of sale of the said securities shall be insufficient , then it shall also be lawful for the purchaser to recover the residue of the such said expenses , damages, and money , if necessary , by legal proceedings against the contractor.

7. The contractor shall submit bills in duplicate duly stamped and pre-receipted

To the Executive Officer./ /Stores for payments and when Executive Officer / shall direct for favoring of and the Executive officer ,Thiruneermalai Town Panchayat.

8. The contractor shall be paid for the materials at the rates given herein on certificates of the Executive Officer/ /Stores that the materials have been supplied to his entire satisfaction ..

9. The contract shall not be assignable by the contractor.

10. In case the contractor shall fail or neglect or refuse to observe perform , full -fill and keep all or any one or more of the covenants, stipulations and provisions herein contained it shall be lawful for the Executive Officer of Thiruneermalai Town Panchayat, with out prejudice and in addition to all and every others of remedies herein before contained on behalf of the owner on any such failure , neglect as refusal as afore said by writing under his hand to put an end to this agreement and on the expiry of seven days from the date of service of the writing this agreement shall cease and be void except in respect if any prior action or omission.

11. All certificates, or notices of orders for time or for extra varied or altered works which are to be the subject and extra or varied charges whether do described in the contract or not shall be in writing and unless in writing shall not be valid or binding or be of any effect of any effect what so ever.

12. PENALTY CLAUSE : In case of delay in delivery of material the purchaser may at his option , impose a penalty calculated at the rate of 0.1 % of the contract value of such portion only of the quantity as have not been delivered on the specified date, for each day of delay .Such reduction shall be in full satisfaction of the supplier's liability for the delay but shall not in any case exceed five per cent of the value.

13. Applicable only for companies exempted from payment of Security Deposits.

In case the contractor shall fail or neglect or refuse to observe, perform full fill or keep all of any one of the conditions stipulated in the tender agreement the contractor shall pay the security deposit amount for the actual loss incurred by the purchaser which ever is less. Further exemption /concessions available to them hither to will be withdrawn.

14. Replacement of defective materials should be done.

15. Court Jurisdiction only in Chennai.

16. All the Conditions in the tender form, TT Act, and any other correspondence from ----- be part of this agreement.

17. All indents of orders shall by designed by one or other of the following Officers of the -----viz., the executive officer, the Officer-in-charge

Indenting Authority of General stores the Heads of Departments or any other Officer duty authorised by the aforesaid officer and no indent or order that is not so signed will be binding on wither the contractor or Town Panchayat. All indents placed before will have to be complied within the time limits furnished therein.

18. All the said materials supplied by the Contractor under this contract

Quality of articles to be supplied shall be of the best quality of their respective kinds and similar to the samples furnished at the Stores or furnished by him. The Officer-in-Charge of General Stores shall be judge of the quality of the articles demanded and supplied and his decision as provided in Clause 12 hereunder shall be final and will not be liable to question by any Court of Law.

19. Rejection and Appeal.

All the said materials supplied by Contractor under the contract shall be **Inspector** subject to the inspection acceptance or rejection of the executive officer or any other Officer duly authorized by the aforesaid officer respectively, for the time being or of any or either of such officers who are herein after referred to as an Inspecting Officer.

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

20. Removal and Replacement of Articles.

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

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

And the Executive Officer , Thiruneermalai Town Panchayat acting for and on behalf of the Thiruneermalai Town Panchayat and under the direction of the Thiruneermalai Town Panchayat , have set their hands the day and the year first above written.

Signature of the Contractor
Over his status seal.

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

The Executive Officer
Thiruneermalai Town Panchayat

The Common seal of the Town Panchayat ()
was here under duly affixed ()
In the presence of ()

The Executive Officer
Thiruneermalai Town Panchayat

In Witness where of I here unto affix my
Signature

The Executive Officer
Thiruneermalai Town Panchayat

SECTION X
Bill of Quantities
COVER 'B'
ANNEXURE 'C'

SCHEDULE OF QUANTITY AND RATES

Sl. No.	Description	Rate (Rs)	Amount for 8 nos. of compactors (Rs)
(1)	Basic Cost of Chassis as applicable to Govt. Dept.,		
	C.S.T.@		
	S.T.@		
	Any other charges such as transportation, transit insurance, including any other Taxes etc.		
	Total (A)		
(2)	Fabrication & Erection of Driver's Cabin on the above Chassis as per specification – Basic Cost		
	Any other charges		
	Excise Duty @		
	S.T.@		
	Any Other Taxes		
	Total (B)		

(3)	Mounting of Compactor body including Tailgate, hydraulic system, bin lifter etc., as per the specifications attached – Basic Cost		
	Excise Duty @		
	S.T.@		
	Any Other charges such as transportation , transit insurance , including any other Taxes etc.		
	Total (C)		
	Grand Total (A)+(B)+(C)		