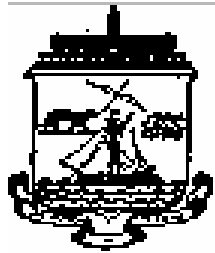


M.E.D.C. No. M1/1398/10

CORPORATION OF CHENNAI
Mechanical Engineering Department



**CONTRACT FOR THE SUPPLY OF COMPACTOR
EQUIPMENT OF 6 CU.M CAPACITY MOUNTED ON
LMV CHASSIS – 15 Nos.
INCLUDING 2 YEARS MAINTENANCE.**

FINANCIAL BID

Cost of Tender forms:Rs.16,875/-

CORPORATION OF CHENNAI

MECHANICAL ENGINEERING DEPARTMENT

NOTICE

**TENDER FOR THE SUPPLY OF COMPACTOR EQUIPMENT OF 6 CU.M
CAPACITY MOUNTED ON SUITABLE LMV CHASSIS -
15 Nos. ALONG WITH OPERATION & MAINTENANCE FOR TWO YEARS**

1. The tenderer must sign with date and should submit the tender form completely in original along with EMD Rs.3.30 Lakhs by bank Demand Draft or bank guarantee in favour of the Commissioner, Corporation of Chennai 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 -15 Nos. including 2 years maintenance ”** and deliver the same at the office of the Tender Sales Counter , Chief Engineer (General)’s office , PRO’s office , Vigilance Officer’s office, Ripon Buildings, Corporation of Chennai on **05/05/2010** at 3.00 p.m. on the said date. All the tenders will be received and will be opened at the office of the Chief Engineer (General), Ripon Buildings, in the presence of the tenderers as may attend.
2. 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.
3. The lowest offerer may be declared to be the successful tenderer provided that it shall be in the decision of the Commissioner 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.
4. 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.
5. The minimum period required for intimation of acceptance or non-acceptance of the tender is 6 months from the date of opening the tenders.
6. No tender will on any account be received after the time fixed for the opening of Tenders.
7. The tender deposit /EMD of the unsuccessful tenders will be returned to them as soon as possible on submitting a bill in the prescribed form available at the office of A.E.E. (M)-III, South Chennai Depot , 30, Adhithanar Salai , Chennai 600 002.
8. If the tenderer shall neglect or refuse to comply with the above conditions or any of them, his or her earnest money deposit shall be forfeited to the Corporation and shall not be returnable to him or her, Tenderer.
9. 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.

10. Tenders received with insufficient amount of EMD will be rejected.
11. 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.
12. 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 MCMC act.

Signature of Tenderer

SUPERINTENDING ENGINEER (MECH.)

LETTER OF TENDER

To
The Commissioner,
Corporation of Chennai
Ripon Buildings,
Chennai- 600 003.

Sir,

1. I/We do hereby "**Tender for the supply of Compactor Equipment of 6 cu.m capacity mounted on LMV chassis - 15 Nos. including 2 years Maintenance** 'as mentioned in the Tender Schedule in accordance with the conditions stated in the Terms and Conditions of Tender. I/We have paid a sum of Rs.3.30 Lakhs as specified, towards Earnest Money Deposit and enclosed the Demand Draft or bank guarantee.
2. I/We agree that acceptance of this tender shall result in and constitute a valid and Concluded contract binding on me/us the terms where of shall be taken to be those mentioned in the conditions of tender not with standing non-execution of any Agreement.
2. I/We further agree that I/We shall not withdraw this tender during the minimum Period that will be required for intimation of the acceptance or non-acceptance of the Tender being given to me/us, or until the expiration of a period of 6 months from 05/05/2010 Whichever is earlier and if I/We do so withdraw the tender or commit a breach of any of the terms and conditions of this tender on my/our part to be performed or observed then, I am/We are liable to forfeit the tender deposit.
4. I/We hereby declare that I/We agree to do the various acts, deeds and things herein before referred to including the conditions relating to non-withdrawal of this tender herein above set out in consideration of the Commissioner and the other Municipal Authorities receiving and considering this my/our tender.

As witness my/our hand this day of 2010.

Name and Address
(in block letters)

Signature of Tenderer

CORPORATION OF CHENNAI

Mechanical Engineering Department

Contractor for the ““Tender for the supply of Compactor Equipment mounted on – 15
Nos. including 2 years maintenance by
M/s.....

AGREEMENT

Agreement made the.....day of.....
Two Thousand and between
M/S.....
(Hereinafter referred to as the contractor) of the one part and the Corporation of the City
of Chennai (hereinafter called the Department) of the other part:

Whereas the contractor has agreed for **the supply of Compactor Equipment of 6 cu.m capacity mounted on LMV chassis - 15 Nos including 2 years maintenance** as per specification and schedule attached hereto at the Prices and in the manner and upon the Terms and the conditions hereinafter mentioned and whereas the contractor has deposited with the department the following securities:

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

Now these presents witness that for carrying the said agreement in this behalf into execution, the contractor and the Department do hereby mutually covenant, declare, contract and agree each of them with the other of them in the following (that is to say):

The term ‘Contractor’ shall include these present and the Tender schedules and Specification hereto annexed and the Specification. Plans and Drawings herein and hereinafter referred to:

The term “Contractor” shall mean the persons firm or company with whom the order for the work is placed and shall be deemed to include the contractor’s successors (if approved by the Department) representatives, heirs, executors and administrators unless excluded by the contract.

The term ‘Corporation’ shall mean the ‘Commissioner’ or the Council of the Municipal Corporation of the City of Chennai or both acting under the powers vested in them by the Chennai City Municipal Act IV of 1919 or any Act amending or altering the same.

The term ‘Commissioner’ shall mean the Commissioner of the Corporation of Chennai.

The term Superintending Engineer shall mean the Superintending Engineer(Mechanical) of the Corporation of Chennai for the time being.

1. The contractor shall sell and the Department shall purchase the quantities of equipments specified herein.
2. The Superintending Engineer (M) shall be the sole judge upon all matters relating to the meaning and consequence of the Specification and conditions of this contract.

Signature of the Tenderer

3. The goods supplied should be of the very best quality and shall comply with the conditions and stipulations specified herein.
4. Time shall be considered as the essence of this contract on the part of the Contractor and in case the contract shall fail to complete the supply under this contract within **60 days** from the date of receipt of valid orders or to which the period of completion may have been extended under the powers herein given, or if in the opinion of the Superintending Engineer (Mech.) the Contractor shall not be making delivery at such a rate as will ensure completion of supply, it shall be lawful for the Commissioner of the Corporation of Chennai without prejudice to his remedy contained in clause 10 to obtain the uncompleted supply 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 of contractor shall in the opinion of the Superintending Engineer (Mechl.) have been delayed in doing any supply ordered by reasons of any lock-outs, Strikes, riots, mutinies, wars, fire, storms, tempest or other unexpected exceptional causes the time may be extended by the Superintending Engineer (Mech.) as he may consider reasonable.
6. All expenses, damages and other moneys payable to the Corporation by the Contractor under any stipulations in this contract may be retained out of any moneys then due of which may subsequently become due from the Corporation to the contractor under this or any other contract and in case such moneys then due or to become due to the contractor by the Corporation shall be insufficient to pay such said expenses, damages and moneys it shall be lawful for the Commissioner of the Corporation 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 Department 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 department to recover the residue of the said expenses, damages and moneys, in necessary, by legal proceedings against the contractor.
7. The contractor shall submit bills to the Superintending Engineer (Mechl.) for payments and when the Superintending Engineer (Mechl.) shall direct.
8. The contractor shall be paid for the supply of goods at the rates given herein on certificates of the Superintending Engineer (Mechl.) that the supplies have been completed 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, fulfil and keep all or any one or more or any part of any one or more of the covenants, stipulations and provisions herein contained it shall be lawful for the Commissioner of the Corporation of Chennai without prejudice and in addition to all and every other of the remedies herein before contained on behalf of the department on any such failure, neglect as refusal as aforesaid 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 said writing this agreement shall cease and be void except in respect of 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 of an extra or varied charge whether so described in the contract or not shall be in writing and unless in writing shall not be valid or binding or be any effect what so ever.

Signature of the Tenderer

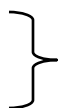
12. Penalty clause: "In case of delay in execution of supply, the department may at his option impose a penalty as per the terms and conditions mentioned in the tender form. (Technical Bid).
13. Delay in supply due to unavoidable reasons which the Superintending Engineer (Mechl.) may feel is genuine, can be considered, while granting extension of period as per rules in force.

In witness where of the contractor

And

Acting for and on behalf of the Corporation of Chennai and under the direction of the Corporation of Chennai have set their hands the day and the year first above written.

Signed by the said Contractor in the Presence of Asst. Exe.Engr. (M) III



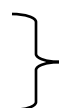
Signature of the contractor with company seal

Asst. Exe.Engr. (M) III

Exe..Engr.(M) I

S.E./ Mechanical

The common seal of the Corporation of the city of Chennai was hereunto duly affixed in the presence of



Commissioner
Corporation of Chennai

It witness where of I hereunto affix my signature

COVER 'B'

ANNEXURE 'G'

SCHEDULE OF QUANTITY AND RATES

Sl. No.	Description	Rate (Rs)	Amount for 15 nos. of compactors (Rs)
(A)	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)		
(B)	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)			
(C)	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)		

Operation & Maintenance Cost

Sl. No.	Description	Rate for Each Shift of 8 Hours (Rs.)	Qty	Total Cost Rate x 15 x 365 (Rs.)
1.	I Year Operation cost		15 nos. of compactors	
2.	II Year Operation cost			
Total (D)				
1.	I year Maintenance cost/day	FREE	15 nos. of compactors	FREE
2.	II year Maintenance cost/day			
Total (E) (For second year only)				
Total {(D)+ (E)} Operation & Maintenance for 2 years In figures: In words:				
Grand total {(A) + (B) + (C) + (D) + (E)} In Figures: In Words:				

The rates should be quoted in both words and figures. In case of difference between these two, the lower of the two shall be taken into consideration.

The rates mentioned above should clearly specify Local Taxes, Customs Duties, Excise Duties, any mandatory levies etc., Terms such as “Local Taxes extra” should not be mentioned. If Taxes etc., are not specified then it will be assumed that the rates quoted are inclusive of all taxes, levies, etc.

Tenderer’s Signature & Stamp / Seal

Address

EARNEST MONEY DEPOSIT REFUND FORM

From

To

Sir,

Sub : Tender No. _____

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

_____ dated _____

Recommendation of the Head of the Department

Signature of the Tenderer

Signature and Designation