

CORPORATION OF CHENNAI

MECHANICAL ENGINEERING DEPARTMENT

M.E.D.C.No.M1/4191/10

TENDER DOCUMENT FOR: ‘HIRING OF LARGE CAPACITY LORRIES (HAULAGE TIPPER TRUCKS) FOR GARBAGE CLEARANCE PURPOSES IN ZONE II FROM TRANSFER STATIONS TO DUMP SITES, ON TONNAGE BASIS ’



Book Value: Rs.6,750/- including taxes.

CORPORATION OF CHENNAI MECHANICAL DEPARTMENT



BID DOCUMENT FOR:

‘HIRING OF LARGE CAPACITY LORRIES (HAULAGE TIPPER TRUCKS) FOR GARBAGE CLEARANCE PURPOSES IN ZONE II FROM TRANSFER STATIONS TO DUMP SITES, ON TONNAGE BASIS ’

Address of the Tender Inviting Authority:
**SUPERINTENDING ENGINEER/MECHANICAL DEPARTMENT
CORPORATION OF CHENNAI
RIPON BUILDING, PERIYAR EVR SALAI,
CHENNAI – 600 003,
TAMILNADU**

(THIS TENDER DOCUMENT IS NOT TRANSFERABLE)

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SECTION – I

CORPORATION OF CHENNAI
SUPERINTENDING ENGINEER
MECH.ENGG.DEPARTMENT
RIPON BUILDING, PERIYAR EVR SALAI,
CHENNAI – 600 003,
TAMILNADU

INVITATION FOR BID (IFB)

M.E.D.C.No.M1/4191/2010

Dt.

Corporation of Chennai invites sealed Competitive Bids for the works as detailed in the table. The bidders may submit separate bids for each the following works:

Table 1

Sl. No.	Bid No.	Name of Work	Eligibility.
1)	M.E.D.C.No.M1/4191/2010	‘HIRING OF LARGE CAPACITY LORRIES (HAULAGE TIPPER TRUCKS) FOR GARBAGE CLEARANCE PURPOSES IN ZONE II FROM TRANSFER STATIONS TO DUMP SITES, ON TONNAGE BASIS ‘	Hiring agencies

Table 2

Sl. No.	Estimated amount (in lakhs of Rupees)	Earnest Money Deposit (Rs.)	Last date of issue of Bid Documents	Last date of submission of Bid	Date of opening of Pre-Qualification Bid	Cost of Tender form (Rs.)	Completion Period in Months
	1	2	3	4	5	6	7
	[Insert Amount in lakhs]	[Insert Amount in rupees]	[Insert Date with time]	[Insert Date with time]	[Insert Date with time]	[Insert Amount in rupees]	[Insert No. of months]
1	15 LACS	15,000	10/11/2010 @ 3.00 P.M	12/11/2010 @ 3.00 P.M	12/11/2010 @ 3.00 P.M	6,750	12 months.

1. 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 Nationalized/Scheduled Bank in favour of the Commissioner, Corporation of Chennai, payable at Chennai, from the Tender sales Counter, Ripon Buildings, Chennai, on all working days up to 3.00 pm on or before the date specified in column no. 4 of table 2 above. Bid documents can also be obtained by Registered Post or courier by sending a requisition letter addressed to The *Superintending Engineer, Mechanical Engineering* Department, Corporation of Chennai, Ripon Building, Periyar EVR Salai, Chennai – 600 003 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.tntenders.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.

2. The Bidder shall furnish, as part of the Bid, a **Bid Security (Earnest Money Deposit)** given in column 3 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 Commissioner, Corporation of Chennai; specified small saving instrument (KV, SSC); or a chalan by remitting cash into the Corporation 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 sealed envelop 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 the tender box provided at the Tender Sales Counter , Office of the Public Relation Officer, Office of Vigilance Department and Office of Chief Engineer/General in the Ripon Buildings, Chennai.
5. The Bid will be opened at the time and date outlined in the table above at the office of the Mechanical Engineering Department, Corporation of Chennai.
6. The filled up Bid documents can also be sent by post or courier to the Tender sales counter, Corporation of Chennai, Ripon Building, Periyar EVR Salai, Chennai – 600 003, Tel: 044-25619362. The Corporation of Chennai 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.

(Sd/-)
The Superintending Engineer,
M.E Department,
Corporation of Chennai.

SECTION – II

A. INSTRUCTIONS TO THE BIDDERS

1. Scope of Work

Providing large capacity Lorries (Haulage Tipper trucks) with full time operator for carting garbage from transfer stations to dump sites, **on tonnage basis** for a period of 3 months on hire charges as per the requirements given in the Bid data Sheet.

2. Period of contract – The period of Contract shall be as specified in the Bid Data Sheet. The period of contract will commence from the date of signing of the contract within 14 days of the award of contract or from the date of exhibition of advertisement whichever is earlier. However, the Corporation reserves its right to review and terminate the same before completion of the said period. The rate quoted shall be valid for the Contract Period without any increase.

3. Earnest Money Deposit - The Bidder shall furnish, a Bid Security (Earnest Money Deposit) as specified in the Bid Data Sheet. The Earnest Money Deposit shall be either in the form of Demand Draft/ Banker's cheque, drawn from any Nationalized Bank in favor of the Commissioner, Corporation of Chennai, specified small saving instrument (KV, SSC), or a chalan by remitting cash into the Corporation 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 bid or at the expiration of bid validity period. Bids not accompanied by the Bid Security will be rejected.

4. Eligibility Conditions:-

- 4.1 a) The Tenderer must have capacity to hire large capacity lorries to clear garbage on tonnage basis.
- b) The Agency/Company must have satisfactorily completed at least one contract of similar nature for a minimum value as specified in the Bid Data Sheet.
- c) The firm shall submit a solvency certificate from a nationalized or scheduled Bank for an amount as specified in the Bid Data Sheet.

4.2 Documentary evidence in support should be provided for the eligibility conforming to Cl 4.1.

5. Proof of Address – Attested photo copy of any one of documents which can be produced in support of the address are ration card, passport, driving license, identity card issued by any institution, electricity bill, telephone bill, any documents or communication issued by any authority of Central Govt./State Govt. or local bodies showing place of business should be attached.

6. Proof of Identity – Attested photo copy of any one of Ration card, Passport, Driving license, PAN Card, Voter Identity Card, Any other identity with photo duly authorized by central/state govt. /local bodies should be attached for the signatory of the tender.

7. Process of Bidding -

7.1.0 The bid shall contain the following information.

- (a) Offer letter with complete set. All the pages must be signed by the bidder.
- (b) Experience certificates - supporting documentary evidence for the eligibility criteria as specified in clause 4 shall be furnished.

- (c) Financial capability - supporting documentary evidence for the eligibility criteria as specified in clause 4 shall be furnished.
- (d) Earnest Money Deposit – Earnest Money Deposit in the form as specified in clause 3 shall be furnished.
- (e) Proof of address & identity documentary evidence for proof of identity and address as specified in clauses 5 and 6 shall be furnished.
- (f) All forms duly filled in signed by the bidder.
- (g) Tender document in original signed by the bidder at all the pages.

7.1.1. Over writing of rates should be avoided. Bidder must initial any cutting and rewriting of rate.

7.1.2. Rate should be quoted per annum in figure and words. If there is any difference in rate quoted in words or figure, the lowest will be accepted. Rates should be quoted as per price schedule.

7.1.3. The bidder will be responsible to pay and comply with statutory obligations.

7.1.4 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 initiated by the person or persons signing the Bid. Bidders are required to sign on each page of the bid documents in absence of which the bid will be out rightly rejected.

7.1.5. If a bidder expires after the submission of the bid or after the acceptance of his bid, the Corporation shall deem such bid or contract as cancelled.

7.1.6 The bidder in his individual capacity will submit proof of identity & Address with the bid along with proof of ownership of business.

7.1.7 Each page of the bid documents is to be signed by the bidder or power of attorney holder.

8.Submission of bid

8.1 Sealing and Marking of Bids

Tenderers participating in the bid are required to follow the procedure as given below while submitting their bids.

8.1.1 The bid shall be submitted, addressing the bid authority in sealed cover super scribing, **Bid No., Name of work, Name and Address of Bidder.**

8.1.2 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.

8.1.3 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 the Tender box provided at the Tender Sales Counter , Office of the Public Relation Officer, Office of Vigilance Department and Office of Chief Engineer/General in the Ripon Buildings, Chennai. 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.

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

- 8.1.5 The bid inviting authority may extend the last date of receiving bids after giving adequate notice to all intending bidders in cases where
- a) the publication of the bid notice has been delayed
 - b) any one of the bids requested clarifications, communication of which took time to all bidders and any other reasonable ground exist.

8.2 Deadline for Submission of Bids

- 8.2.1 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.
- 8.2.2 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.

8.3 Late Bids

- 8.3.1 Any Bid received by the Employer after the deadline prescribed in Clause 2.14 will be returned unopened to the Bidder.

Bid Opening, Evaluation and Award of Contract

8.4 Bid Opening

- 8.4.1 The Bid will be opened at the time and date outlined in the Bid Data sheet, in the presence of Bidders / authorized representatives who choose to attend.
- 8.4.2 Price Bids of Tenderers who do not qualify technically shall be rejected without further consideration.
- 8.4.3 To assist in the scrutiny, evaluation and comparison of bids, the Employer may, at their discretion, request clarifications on the bid from the tenderer.
- 8.4.4 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.
- 8.4.5 The Bidders' names, the Bid prices, the presence or absence of Bid Security, the total amount of each Bid and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in the occasion.

8.5. Correction of Errors

- 8.5.1 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.
- 8.5.2 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).

8.6 Sealing and Marking of Bids

- 8.6.1 The bid shall be submitted addressing the bid authority in sealed cover super scribing, Bid No., Name of work, name and address of bidder, list of enclosures and should contain the Bid security (EMD).
- 8.6.2 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 as mentioned in Clause 7.2.1 before the time appointed for bid opening.
- 8.6.3 The filled up Bid documents shall be submitted up to the last date and time of submission as given in bid data sheet. Duly filled in Bid documents shall be put in the Tender box provided at the Tender Sales Counter , Office of the Public Relation Officer, Office of Vigilance Department and Office of Chief Engineer/General in the Ripon Buildings, Chennai. Bids can also be submitted by post or courier to the address provided in the Bid Data Sheet, provided that the bid inviting authority shall not be responsible for any delay in transit in such cases.

8.7 Notification of Award and Signing of Agreement

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.

The notification of award will constitute the formation of the Contract, subject to the signing the Agreement.

The bidder shall have to enter into an agreement with the employer within 14 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.

- 8.8 The bidder shall hold the offer open for the Bid validity period of 90 days from the date of opening of the bid. 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 within 14 days from the date of receipt of letter of Acceptance. Or
 - ii) Furnish the necessary performance security within the specified time limit of 14 days from the date of acceptance of letter of acceptance of his bid.
 - (c) If the Bidder does not accept the correction of the Bid price
 - (d) In the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i) sign the Agreement; or
 - ii) furnish the required Performance Security.

- 8.9 The rates shall be quoted as specified in the Bid Data Sheet.

- 8.10 The **Employer** reserves the right to reject any or all bids without assigning any reason for the same. If the successful bidder fails to take up the contract/sign the Agreement, within the time stipulated time, the earnest money deposited by the successful bidder will be forfeited. The earnest money of the unsuccessful bidder will be refunded in due course.

- 8.11 If the contractor fails to fulfill the terms and conditions of the contract or unable to continue the work, the Corporation of Chennai has got the right to engage other agency for the work and the resultant excess expenditure if any incurred by the Corporation of Chennai will be recovered from the contractor either from his security deposit or from the outstanding bills. The contract is liable to be terminated if the tenderer withdraws or does not take up the works within a week after executing the agreement. In either case, the earnest money deposit will be forfeited.

SECTION – II**B. BID DATA SHEET**

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

Instructions to Bidders Clause Reference	Bid Data																
1.	Scope of the Hire Services is as follows: M.E department, Corporation of Chennai for large capacity lorries (Carting 12 to 15 tons of garbage).																
	Sl. No.	Make	Model	Capacity	No. Required												
	1.	Reputed	Large capacity lorries (Haulage Tipper trucks)	Capable of hiring large capacity lorries (carting 12 to 15 tons of garbage)	To suit the clearance of garbage on tonnage basis.												
2.	Contract Period will be 3 months.																
3.	Earnest Money Deposit is Rs.15,000._____																
4(a).	<p style="text-align: center;">The number of vehicles / equipments accepted for hiring will be decided based on the following :</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Total number of vehicles / equipments of the class which the contractor owns/ able to supply</th> <th style="text-align: center;">Number that would be accepted for hiring</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2 N.A</td> <td style="text-align: center;">1 To suit the clearance of garbage on tonnage basis.</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">3</td> </tr> <tr> <td style="text-align: center;">6 and above</td> <td style="text-align: center;">4</td> </tr> </tbody> </table> <p style="text-align: center;">The Contractor shall furnish the details of vehicles owned by him in the Proforma given in section III-4</p>					Total number of vehicles / equipments of the class which the contractor owns/ able to supply	Number that would be accepted for hiring	2 N.A	1 To suit the clearance of garbage on tonnage basis.	3	2	4	2	5	3	6 and above	4
Total number of vehicles / equipments of the class which the contractor owns/ able to supply	Number that would be accepted for hiring																
2 N.A	1 To suit the clearance of garbage on tonnage basis.																
3	2																
4	2																
5	3																
6 and above	4																
4(b).	Value of single similar contract completed shall not be less than _____ N.A _____																
4(c).	Minimum Annual Turn over of the bidder in the past three years shall not be less than _____ N.A _____																
4(d).	The value of the Solvency Certificate shall not be less than _____ N.A _____																
5.1	Last date of submission of bid _____ 12/11/2010 _____																
5.2	The Employer's address is: <i>Superintending Engineer, Mechanical Engineering department, Corporation of Chennai, Ripon Buildings, Chennai 600 003. Ph:044-25619362, Fax: 044-25383962</i>																
5.3	Bid Validity Period 90-days																

5.4	<p>The rates shall be quoted in the following manner : (for vehicles)</p> <ul style="list-style-type: none">a) Rate per Ton applicable (including Sundays and holidays as mentioned above).b) The total quoted rate shall be inclusive of wages, maintenance and running expenses for the vehicle, and for maintaining the vehicle in good running condition.c) The rate quoted and accepted shall remain fixed for one year from the date of contract.
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SECTION - III

3.1 OFFER LETTER

From _____

To,

The Superintending Engineer,
Mechanical Department,
Corporation of Chennai.
Ripon Buildings,
Chennai 600 003.

Dear Sir,

Sub: - **Tender for hire of ----Large capacity vehicles with driver to clear garbage from Transfer stations to dump sites on tonnage basis contract for Mechanical Department**

1. I/We the undersigned hereby submit our offer for the above noted work for award of contract as per terms and conditions of the bid at the rate quoted in the Bid Schedule given separately.
2. Rates quoted by me/us in the aforesaid bid schedule are inclusive of all costs involved as per conditions of bid and specification of work and I /We agree that this bid shall not be restricted or withdrawn and shall remain open for acceptance during the period as specified in the Bid data Sheet, from the date of opening of the same. I/ We shall be bound by communication of acceptance.
3. I /We have examined and understood the contract documents, specifications and schedule of work to be carried out and fully understood the terms and conditions and other provisions as contained in the bid documents and I /We agree that the same shall apply to my /our bid as such or as modified and I /We shall be bound by the same.
4. I /We have deposited a sum of Rs.----- vide Banker's cheque/ Demand Draft drawn from ----- Bank in favor of the Commissioner, Corporation of Chennai/ specified small saving instrument (KV, SSC)/, irrevocable Bank Guarantee in the prescribed form / by challan from the Corporation Treasury. (No. _____ dated _____) as Earnest money for the bid. The necessary documents as per above for Earnest money is attached herewith as required.

5. I /We also understand that if the offer is withdrawn or modified in a manner not acceptable to the Corporation within the validity for a period as specified in the Bid Data Sheet, the entire earnest money will be forfeited. In case, acceptance of the bid is considered in my / our favour and if I / We do not comply with instructions conveyed in the letter of acceptance, full earnest money of Rs. -----/- will stand forfeited

Yours faithfully,

Signature of the bidder

Dated _____

Seal of the bidder _____

Place _____

Witnessed by _____

1. Signature _____

Name in capital letters _____

Address _____

2. Signature _____

Name in capital letters _____

Address _____

3.2. 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. 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.

Signature of the bidder

Place:

Date:

3.3. QUALIFICATION INFORMATION

3.3.1 PRE-QUALIFICATION BID QUESTIONNAIRE

SI No	Questions	Answers to be furnished by the bidder
1	Name of Firm	
2	Nationality	
3	Head Office Address Postal Telex No Fax No. E-Mail	
4	Type of Organization Individual Partnership Incorporated company	
5	Year & place of establishment	
6	Give brief description of Employers for whom you have supplied equipments for hire. Please furnish details and particulars of such contracts in the relevant formats attached.	
7.	Whether the service provider is in the field of Equipment / Vehicle Hire Services for last 5 years? If yes details	
8	Are you registered with any other Government/ Department / Public undertaking (if yes, details)	
9	What are your sources of finance (Please give details of bank reference – certificate from bank endorsing your financial stability and certificate to substantiate other sources)	

SI No	Questions	Answers to be furnished by the bidder
10.	Give the last five years account with auditor's reports, balance sheet, profit and loss account, and income tax clearance certificate.	
11	How much is your paid up capital How much is your working capital How much is your annual turnover for the last five years (Give separately for each year) How much is your net income for the last five years (Give separately for each year)	
12	Formats (enclosed may filled) Details / method of working Present activities	

Signature of Bidder

Signature of Bidder

3.4. PROFORMA

(For furnishing details of Equipments / vehicles owned /be able to supply by the Contractor)

Sl.No.	Make	Capacity	Model	Registration No.
1				
2				
3				
4				
5				
6				
7				

Certify that the above details are true to the best of my knowledge.

Contractor's Signature :

Name :

Date :

Place :

SECTION IV

4.1. LETTER OF ACCEPTANCE

By Cable/Registered Post with acknowledgement due/

From _____ _____ _____	To _____ _____
------------------------------	-------------------

Letter No.-----	Dt
-----------------	----

Sub:

Ref: (insert Bid No. and date)

This is to notify you that your Bid dated [date] for hire of the [insert details of equipment and Contract identification number, as given in the Contract Data] for the Contract Price of [amount in numbers and words], is hereby accepted.

You are hereby requested to furnish performance security in the form detailed in ITB for an amount of Rs. ----- within 14 days of the receipt of this Letter of Acceptance. The performance security shall be valid up to 28 days from the date of expiry of defect liability period, which is ----- days from the date of completion of the work certified by the Engineer in Charge. You are also requested to sign the Contract within -----days from the date of receipt of this letter, failing which action as stated in instructions to bidders (ITB) will be taken.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature: _____
 Name and Title of Signatory: _____
 Name of Agency: _____

Attachment: Agreement

4.2. CONTRACTOR'S BID**Technical bid : (For vehicles)**

1. Details of the vehicles of the class which the contractor owns/able to supply

Total number of vehicles of the class which the contractor owns	Number that could be accepted for hiring
2 N.A	1
3	2
4	2
5	3
6 and above	4

2. Certificates of satisfactory completion of Contracts may be submitted. If it is noticed that the assignment was not found satisfactory by any client, the tenders of such tenderers will be treated as invalid.

1. Maximum Value of single similar contract which is satisfactorily completed _____
2. Total Value of similar contracts awarded for the last three years _____

Details of the works awarded in the last 3 years

Sr. No	Year	Name of the client with the address and contact number	Details of Vehicles Supplied	Contract value
1				
2				
3				
Total				

3. The value of the Solvency Certificate and issuing Bank:
4. Turnover for last three years

Financial Year	Annual Turnover Rs. In Lakhs.

5. Details of Driver(s)
6. Please specify in detail the arrangements that will be made to provide efficient service.

I certify that all the terms and conditions of the tender documents are acceptable to us.

Signature of the authorized Person of the concern

NAME

DESIGNATION

COMPANY SEAL

Date:

Place :

4.3. AGREEMENT

This Agreement, made the [day] day of [month], [year] between [name and address of Employer] (hereinafter called "the Employer") and [name and address of Contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute [name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnesseth as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed, Sealed, and Delivered by the said _____
in the presence of: _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

- Witnesses
- 1)
 - 2)

SECTION V
A. GENERAL CONDITIONS AND SPECIFICATIONS

1. Scope of Work

Hiring of large capacity lorries (Haulage Tipper Trucks) for carting garbage in ZONE II from transfer stations to dump sites, on tonnage basis for a period of 3 months, as specified in the Special Conditions.

The suitable no. of large capacity vehicles to be supplied on hire charges based on tonnage of garbage clearance from zonal transfer stations to dump sites

Timings: The vehicle shall be normally operated as per the requirement of Chennai Corporation in all days including Sundays and Holidays.

The contract will be covered under the following terms and conditions.

1. **Period of Contract:** The period of contract will be 3 months from the first date of utilization of vehicle. The Corporation of Chennai reserves the right to terminate the contract without assigning any reason. Also the Commissioner, Corporation of Chennai at his own discretion may increase or decrease the number of hired vehicles under this contract depending on the requirement. In the present case the date of commencement of contract will be as decided by the competent authority.
2. **Details of vehicles:** The successful contractor should give full details of the vehicle, which he intends to let on hire. The date of registration of the vehicle should not be earlier than January 2004 and it should be in very good running condition. The vehicle shall be met out the RTO requirements and roadworthy. The vehicle should be made available at this office for inspection to ascertain the condition of the vehicle before commencement of the contract.

2. Meaning / Definitions

- i) Tenderer / Contractor / Agency where ever mentioned herein shall mean the "Contractor" selected by the Corporation for the work described in this tender.
 - ii) Employer / Corporation - shall mean Corporation of Chennai.
 - iii) Office / Department - shall mean the Corporation's office / Department at -M.E Department
 - iv) Contract value - Amount per year as quoted and accepted by the Corporation
3. The contract will be valid for a period specified in the special conditions from the date of commencing but the officer in charge at his discretion, may terminate the contract earlier also. The decision of the in the matter shall be final and binding on the contractor.
 4. The Commissioner, Corporation of Chennai reserves the right to reject any or all bids without assigning any reason for the same. If the successful bidder fails to take up the contract/sign the Agreement, within the time stipulated time, the earnest money deposited by the successful bidder will be forfeited. The earnest money of the unsuccessful bidder will be refunded in due course.

5. The successful bidder must deposit performance security as specified in the special conditions for the due fulfillment of the contract.
6. The condition of vehicle and service requirements shall be as given in Special Conditions. The vehicle shall be parked in the office premises between the times indicated.
7. The contractor shall inform the local address of the garage and telephone number for emergency requisition.
8. The driver shall be well dressed in proper uniform and well behaved. Any laxity on the behaviour of the driver shall be treated as breach of contract resulting in cancellation of the contract. The City Engineer reserves the right to ask the contractor to replace a driver on any valid reason.
9. The Diving License and vehicle documents in original shall be produced for verification when called for. Attested copies shall also be furnished at the time of agreement.
- 10. Compensation towards non-attentiveness / delay**
In case of non-availability of vehicle/non execution of the work, penalty will be levied for each such day as given in Special Conditions.
- 11. Rates, Taxes and Duties**
After the contractual rate is finalized, it can not be enhanced by the Contractor during the period of contract under any circumstances. All the rates furnished in the tender shall be inclusive of all labour and material including all duties, royalties, service tax, Work Contract Tax (WCT) or any other taxes or local charges, if applicable. No extra claim on this account will in any case be entertained. Any taxes deductible from the monthly hire will also be affected by the authorized officer.
- 12. Indemnity**
The contractor shall keep the Corporation indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the Corporation in connection with any claim that may be made by any workmen. The Contractor shall also execute an indemnity bond in favour of the Corporation, in the approved format, in this regard.
- 13. Insurance**
The contract shall keep the employer, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its servants or agents by any of contractors' employees or any other third party in connection with relating to or arising out of the performance of the services under the agreement.
 - 13.1** The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover for the Contract Period, in the amounts stated in the Special Conditions for the following events which are due to the Contractor's risks:
 - (a) Loss of or damage to property in connection with the Contract; and
 - (b) Personal injury or death.
 - (c) Workmen compensation policy
 - 13.2** Policies and certificates for insurance shall be delivered by the Contractor to the Officer in -Charge approval before the Start Date. All such Officer in -Charge shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
 - 13.3** If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

- 13.4** Alterations to the terms of insurance shall not be made without the approval of the officer- in -Charge.
- 13.5** Both parties shall comply with any conditions of the insurance policies.
14. The contractor should lift the garbage in their lorries from the transfer station and dump it in the dump sites at KDG/PDG (as per requirement).
15. The lorries should be capable of loading not less than 12 Tons per trip.
16. The contractor shall lift the garbage/wastes as quickly as possible in such a way to ensure that our vehicle which brings wastes from zones should not wait more than 10 minutes.
17. The employees of the contractor shall abide by our internal regulation and the direction given by our officials.
18. Unauthorized persons shall not be allowed entry in the transfer stations. Under normal circumstances, only one driver per lorry shall be permitted.
19. Material recovery from the garbage shall be strictly forbidden.
20. Waste/Garbage shall be reloaded into the lorries within 3 hours after tipping.
21. The Transfer Station will receive garbage all the 24 hours. Your lorries shall be available round the clock. These working hours are just indicative and shall be adapted to the collection hours.
22. Garbage shall be covered by tarpaulin before leaving the transfer stations and during transit. These tarpaulins shall prevent dust and waste being littered during transportation.
23. The Lorries must be weighed at each trip (with load as well as empty).
24. The Lorries shall follow a specific route provided to you. The Lorries shall not stop on the way to the landfill station.
25. Each trip shall be recorded with weighment slip issued by Corporation staff @ KDG / PDG. These shall be duly certified by Corporation officials.
26. In the event of non-operation of electronic weighbridge @ KDG/PDG weighment shall be made at alternate weighbridges specified by Corporation Officials.

27. Payment

27.1 Payment Terms

The Employer shall pay only the accepted monthly hire charges or proportionate charges (for shorter duration) and will not pay any other charges. The Vehicle shall have all taxes, insurance etc. duly taken and no such payment will be borne by the Employer.

The weighment slips duly certified by Zonal staff and shall be submitted every month for payment, failing which the bill will not be accepted.

The bill shall be prepared by the contractor in the form prescribed by the Corporation on monthly basis after completion of month and will be settled by the Corporation within 15 working days after deducting necessary TDS, taxes, retention money etc.. The bill, in proper form, must be duly accompanied by details of trips in that month and must show deduction for all previous payment. Th

Payment shall be made on the basis of certified tonnage clearance of garbage accompanied by the weighment slips obtained from duly authorised officials of KDG/PDG.

Payment shall be made by Zonal Officer II.

28. Emergency telephone numbers

The contractor shall provide an emergency telephone number for normal and out of hours operations.

- 29.** The Corporation shall also not be responsible for the loss or damage, if any, to any vehicle/property of the Contractor.
- 30.** The Contractor will indemnify the Corporation against any loss or injury to the Corporation property or to the public, and against any claim for loss or injury by the public or of the Contractor arising out of or in any activity connected with the Work.
- 31.** The Contractor shall submit a Work Plan/ Schedule for supply of each vehicle before physical execution of the work which may include deployment of drivers for each vehicle.
- 32.** The contractor shall comply with the provision of the minimum wages Act 1948 and the rules made there under.
- 33. Jurisdiction of courts** – The courts of the place of Department/ Office in which the service is offered shall alone have jurisdiction to decide any dispute arising out of or in respect of the service.
- 34. Contract Labour (Regulation & Abolition Act, 1970** - The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contractor Labour (Regulation and Abolition) Central Rules, 1971, as modified from time to time, wherever applicable and shall also indemnify the Corporation from and against any claims under the aforesaid Act and the Rules.
- 35.** The Contractor shall pay to driver/labour employed by him directly or through Sub-contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable.
- 36.** In respect of all labour directly or indirectly employed in the Work for performance of the said service, the Contractor shall comply with or cause to be complied with the provision of the aforesaid Act and the Rules wherever applicable.
- 37.** In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Corporation is obliged to pay any amount of wages to workman employed by the Contractor or his sub contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Contractor due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules, the Corporation will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Contractor under Section 20, Sub-section (2) and Section 21, Sub-section (4) of the aforesaid Act, the Corporation shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and / or from any such dues by the Corporation to the Contractor whether under the work or otherwise. The Corporation shall not be bound to contest any claim made against it under Sub-section (1) of Section 20 and Sub-section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Corporation full security for all costs for which the Corporation might become liable in contesting

such claim. The decision of the Corporation regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

38. Contractor's Risks

From the Starting Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property which are not Employer's risks are Contractor's risks.

39. It is hereby declared that contractor is an independent employer and all drivers/persons employed or engaged by him at his own cost and expense to carry out the agreed work under this contract, shall be his employees and not of the Corporation. Therefore, the contractor's employees shall have no any right of claim for employment under the Corporation.

40. The rates accepted as per the contract shall be binding throughout the contract period.

41. Extension -

The validity of the contract can be extended for a period as specified by the Corporation on mutual consent of the Corporation and the Contractor on existing rates, terms and conditions.

42. Termination of Contract

Once the period of the Agreement is completed, the Agreement will stand terminated automatically. No notice in this regard will be issued.

Either party may terminate this Agreement before the expiry of stipulated period by giving notice of at least forty-five days in writing to the other party of mentioning its intention to terminate the Agreement without assigning any reasons. In case the lessee stops providing service before giving three months notice as stipulated above, the lessee shall be liable for the losses, inconvenience, risk suffered by the Corporation of Chennai.

43. Penalty:

If due to any circumstance the contractor is unable to cart more than 200 tons on any day, the penalty shall be imposed at Rs.1000 per day for each day of carting less than 200 tons. However, the condition will be relaxed based on the garbage availability in the transfer station.

SECTION V**B. SPECIAL CONDITIONS (For vehicles)**

Reference to General Conditions	Special Condition																																				
1	<p>A. Scope</p> <p>Details of vehicles shall be as following</p> <table border="1" data-bbox="493 579 1260 1083"> <thead> <tr> <th></th> <th></th> <th>1</th> <th>2</th> <th>3</th> <th>4</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td>Make</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>b</td> <td>Capacity</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>c</td> <td>Model</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>d</td> <td>Registration no.</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>e</td> <td>No. of Vehicles</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			1	2	3	4	a.	Make					b	Capacity					c	Model					d	Registration no.					e	No. of Vehicles				
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a.	Make																																				
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c	Model																																				
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e	No. of Vehicles																																				
3.	Contract Validity Period will be _____ Year																																				
5.	<p>Performance Security:</p> <p>-----2%----- <i>(Insert Amount or Percentage of the Contract Value to be deposited as performance security deposit.)</i></p> <p>or</p> <p>5 % of the total quoted amount for one year keeping either in the form of Demand Draft/ Banker's cheque, drawn from any Nationalized Bank in favor of the Commissioner, Corporation of Chennai, specified small saving instrument (KVP,SSC), irrevocable Bank Guarantee in a prescribed form or a chalan by remitting cash into the Corporation Treasury, to the credit of deposits.</p>																																				
	<p>Compensation towards non-attentiveness / delay</p> <p>In case of non-availability of vehicle, penalty will be levied for each such day at average daily rate of total monthly hire for the previous month divided by 25. In case the vehicle continues to be not available for 5 consecutive days, the contract will be terminated at the risk and cost of</p>																																				

	<p>the contractor, by giving 7 days notice.</p> <p>In case the hired car/vehicle(s) do not report in time, The ----- Officer in-charge will be at liberty to engage the car/vehicle(s) from other sources and the excess expenditure incurred, if any, shall be recovered from the firm apart from the penalty for misconduct of not reporting in time. Penalties to be levied for inadequate supply of vehicles or poor services or the amount of excess expenditure incurred by City Engineer will be determined by the authority and will be deducted from bills submitted by the supplier. Such decision(s) shall be final and binding on the supplier.</p> <p>The expected period of completion of the various items of work and the amount of deduction beyond that period for pending complaints will be as under :- All the cars and other vehicles should have running odometer.</p> <p>The service of the vehicle shall be available on Sundays and holidays also, as per requirement. The contractor shall provide his vehicle as and when called for.</p> <p>The vehicle shall be normally made available from 2 pm to 10 pm except on Sundays and public holidays for which advance information will be given by the controlling officers. The model of the vehicle shall not be prior to the year 2005. The contractor shall keep the vehicle in fine running condition. All consumables such as fuel, oil, lubricants, tyres etc shall be included in the monthly hire charges. The taxes and duties payable shall also be included.</p>
	<p>The contractor is also required to obtain the third party insurance for each incident as follows :- a. Personal injury - Rs.3.00 lakhs b. Property Damage - Rs.3.00 lakhs The contractor shall also require to obtain workmen compensation policy for an amount at least Rs. 2 Lakh per employee and covering all the staff during the contract period deployed at site.</p>

SECTION –VI**PRICE SCHEDULE** (For vehicles)**M.E.D.C.No. M1/4191/ 10****Corporation of Chennai
M.E. Department**

Schedule for supplying large capacity vehicles (Haulage Tipper Trucks) and carrying out garbage clearance operation in zones for 3 months.

<u>SL.NO</u>	<u>DESCRIPTION</u>	<u>Hiring charges per tonne</u> Rs.
1.	HIRING OF LARGE CAPACITY LORRIES (HAULAGE TIPPER TRUCKS) FOR GARBAGE CLEARANCE PURPOSES IN ZONE II FROM TRANSFER STATIONS TO DUMP SITES FOR A PERIOD OF 3 MONTHS.	
2.	In words	

NOTE:

- (1) The terms and conditions are mentioned in the tender form.
- (2) The rate includes fuel, consumable cost, operator cost, maintenance cost and all other cost and no extra cost should be charged on any account.
- (3) Rate should be quoted both in words & figures. If there is any discrepancy between the rates in words and that in figures, lower of the two will be treated as the correct one.

**SECTION VII.
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 Commissioner
Corporation of Chennai
Ripon Building, Periyar EVR Salai
Chennai – 600 003

Dear Sir,

Reg : Bank Guarantee

In consideration of Corporation of Chennai (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 2007 at

WITNESS (Signature) (Name) (Office Address) (Signature of authorized Bank Official) (Name) (Designation with Bank stamp) Power of Attorney (To be enclosed) Power of Attorney No Date
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@ 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 200.....

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.....

EMD 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 _____

Remitted in challan _____ dated _____

Signature of the Tenderer

Recommendation of the Head of the Department

Signature and Designation