

**MUNICIPAL ADMINISTRATION AND WATER SUPPLY DEPARTMENT**

**Jawaharlal Nehru National Urban Renewal Mission**

**NATIONAL COMPETITIVE BIDDING  
(SECOND CALL)**

**PALLAVAPURAM MUNICIPALITY**

**Integrated Municipal Solid Waste Management Project for Alandur,  
Pallavapuram and Tambaram Municipalities.**

<b>Tender No.</b>	<b>- 2/2008</b>
<b>File No</b>	<b>- 5527/2008/E1</b>
<b>Name of Work</b>	<b>- Supply of Dumper Placer container 2.5 m3 capacity coloured Galvanized steel sheet</b>
<b>Estimate Amount</b>	<b>- Rs.34.30 Lakhs.</b>
<b>Earnest Money Deposit</b>	<b>- Rs.70,000/-</b>
<b>Period of Completion</b>	<b>- 180 Days</b>
<b>Date &amp; Time of Receipt of Tender</b>	<b>- 24.12.2008 upto 15.00 Hrs (IST)</b>
<b>Date &amp; Time of opening of Tender</b>	<b>- 24.12.2008 at 15.30 Hrs (IST)</b>

## INDEX

<b>Section</b>	<b>Subject</b>	<b>Page No.</b>
<b>1.</b>	<b>Invitation to Tender</b>	<b>1-3</b>
<b>2.</b>	<b>Instructions to Tenderers</b>	<b>4-11</b>
<b>3.</b>	<b>Forms of Tender, Qualification information</b>	<b>12-17</b>
<b>4.</b>	<b>Forms of Agreement and Performance Bank Guarantee</b>	<b>18-20</b>
<b>5.</b>	<b>General Conditions of Contract</b>	<b>21-24</b>
<b>6.</b>	<b>Special Conditions of Contract</b>	<b>25</b>
<b>7.</b>	<b>Additional Conditions of Contract</b>	<b>26</b>
<b>8.</b>	<b>Price Bid Document</b>	<b>27</b>
<b>9.</b>	<b>Bill of Quantities</b>	<b>28</b>
<b>9.</b>	<b>Annexure – I</b>	<b>29</b>

**SECTION – 1**  
**INVITATION TO TENDER**  
**PRO-FORMA-1**

1. Tender Notice No. : **2/2008**
2. File No : 5527/2008/E1
3. Name of the work : Supply of Dumper Placer container 2.5 m<sup>3</sup> capacity coloured Galvanised steel sheet
4. Estimate Amount : Rs.34.30 Lakhs
5. Amount of tender Security : Rs. 70,000/-.
6. Period of sale of tendering Document : **From 06-12-2008 to 24-12-2008.**
7. Last date and time of Receipt of tendering document : **24-12-2008** upto 15.00 Hrs.
8. Time and date of opening of technical Bid (Cover I) : **24-12.2008** at 15.30 Hrs.
9. Validity of tender : 180 days from the date of opening of Technical Bid.
10. Place of opening of tenders : The Commissioner,  
Pallavapuram Municipality.
11. Tender Inviting Authority : The Commissioner,  
Pallavapuram Municipality  
Chrompet, Chennai 600 044.
12. Pre-tender meeting Venue, Date & time : The Commissioner,  
Pallavapuram Municipality,  
Chrompet, Chennai 600 044  
**15.12.2008** , 15.45 Hrs.
13. Cost of Tender Schedule : Rs.10134/- including taxes non refundable (Rs. 9000/- + ST of Rs 1080/- + SC on ST Rs.54/-).

The tender documents can also be downloaded from the following websites:

1. E-Mail ID – [commr.pallavapuram@tn.gov.in](mailto:commr.pallavapuram@tn.gov.in)
2. <http://municipality.tn.gov.in/pallavapuram>
3. [www.tn.gov.in/cma](http://www.tn.gov.in/cma)

Issued to : M/s. ....  
.....  
.....

For Commissioner

**Name of Work: Supply of Dumper Placer container 2.5 m3 capacity coloured steel sheet**

**TENDER NOTICE**

1. The Pallavapuram Municipality (PMC) in Tamil Nadu is located in Kancheepuram District. The PMC is one of the mission cities under the Jawaharlal Nehru National Urban Renewal Mission (JnNURM) scheme of Government of India (GoI) and is eligible for grants from central / state Government. PMC has also got the approval of its DPR on Municipal Solid Waste (MSW) Management with a budget of Rs.44.21 Crores. The PMC is now desirous of implementing an Integrated Municipal Solid Waste Management Project (IMSWMP) covering various components of MSW Management from primary collection to disposal.
2. The Commissioner, Pallavapuram Municipality invites sealed tenders in two cover system for the work of “Supply of Dumper Placer container 2.5m3 capacity coloured Galvanised steel sheet” as detailed in the Annexure – I of tender document. The tenderers should submit tenders for the works mentioned above as a single work package.
3. Tender documents containing the tender schedules and other conditions along with relevant particulars can be had from the O/o the Commissioner, Pallavapuram Municipality Chrompet, Chennai – 44 from **06.12.2008** onwards till 13.00 hours on **24.12.2008** after remitting the cost of the tender schedule of Rs .10134/- (Non-refundable) into the Municipal treasury if paid by means of cash. The relevant receipt should be attached alongwith the tender to be submitted. The cost of tender schedule can also be remitted in the form of demand draft from any scheduled bank drawn in favour of The Commissioner, Pallavapuram Municipality. Remittance in the form of Cheque will not be accepted. The tender documents for the above work will also be available for download from the following official website from **06.12.2008** onwards.  
  
E-Mail ID – [commr.pallavapuram@tn.gov.in](mailto:commr.pallavapuram@tn.gov.in)  
<http://municipality.tn.gov.in/pallavapuram>  
[www.tn.gov.in/cma](http://www.tn.gov.in/cma)
4. A Pre-bid meeting will be held on **15.12.2008** at 15.45 hours in the chamber of the Commissioner, Pallavapuram Municipality.
5. The due date for submission of the tender documents is **24.12.2008** (15.00 hours). The name of the work, reference no and the due date of submission of the tender should be written up on the envelope of the sealed cover addressed to “The Commissioner, Pallavapuram Municipality, Newcolony 3<sup>rd</sup> Main Road, Chrompet, Chennai – 44 Tamil Nadu and put into the sealed tender box available at the O/o the Commissioner, Pallavapuram Municipality on or before 24-12-2008 (15.00 hours). If the date of tender notified happens to be a holiday due to unforeseen circumstances, the tender will be opened on the next working day.
6. The tenders should be submitted in a two cover system. One sealed cover should contain the Technical bid and the other sealed cover should contain the Financial bid separately. Both

the covers should be placed in a sealed outer cover. The cover containing the technical bids will be opened on 24-12-2007 at 15.30 hours, in the presence of the tenderers (or) his authorized person who choose to be present. The Financial bids of the successful/qualified technical tenderers will be opened on a date notified by the Commissioner.

7. The Commissioner, Pallavapuram Municipality reserves the right either to postpone the tender or cancel it without assigning any reasons therefor.
8. Tenderers are advised to note the minimum qualification criteria specified in clause 9.3 of the Instruction to Tenderers to qualify for the award of the contract.
9. For any other clarifications and for other particulars the Commissioner, Pallavapuram Municipality can be contacted during working hours on all the working days.

<b>S.No</b>	<b>Name of Work</b>	<b>Estimate Amount in Rupees</b>	<b>EMD in Rupees</b>	<b>Cost of Schedule including Sales Tax in Rupees</b>	<b>Period of Contract</b>
1.	Supply of Dumper Placer container 2.5m3 capacity coloured steel sheet	34,30,000/-	70,000/-	10134/-	180 days

## SECTION – 2

### INSTRUCTIONS TO TENDERERS

#### 1.0 Background

- 1.1 The Pallavapuram Municipality is located in Kancheepuram District in Tamilnadu state. The town is spread over an area of 18.00 sq. Km. and the city has a population of about 1,44,623 as per Census 2001.
- 1.2 The Alandur, Pallavapuram and Tambaram Municipalities are the agencies responsible for Collection and Disposal of Municipal Solid Waste (MSW) in their Town. Garbage generated at each of the households are to be stored in a segregated manner in the household itself and thereafter collected from door-to-door by the above Municipalities. The segregated waste will be collected and stored in the Community bins/containers placed at the appropriate places in the streets. Pallavapuram Municipality is the nodding agency for implementing the project on behalf of Alandur, Pallavapuram and Tambaram Municipalities.

#### 2.0 Scope of the work

- 2.1 In view of the above background, the Pallavapuram Municipality has decided to float tenders for the following work:

##### **Supply of Dumper Placer container 2.5m3 capacity coloured Galvanised steel sheet**

- 2.2 The work mainly consists of:
  - Supply of Dumper Placer container 2.5m3 capacity coloured Galvanised steel sheet as per the specifications mentioned by the Municipality enclosed vide ANNEXURE-I.
  - Tenderers requiring any clarifications on the contents of the tender document must notify the Municipality in writing. Tenderers should ensure that the Municipality receives such requests before or during the pre-tender meeting. Such requests must be sent to the Commissioner, Pallavapuram Municipality, Chrompet. The Pallavapuram Municipality will respond to those requests that are received during or after the pre-tender meeting and copies of the response will be sent to all tenderers.
  - The tenders submitted will be evaluated in a two-stage process. The first stage will be an evaluation of the Technical and Financial capabilities of the interested tenderers. The financial bid of those tenderers whose technical proposals are accepted on the basis of the evaluation criteria set forth in this document will be opened in the second stage of the tendering process. The lowest offer from among the successful technical tenders will be awarded the contract for **“Supply of Dumper Placer container 2.5m3 capacity coloured Galvanised steel sheet”**. The details on how to prepare and submit the tender as well as the evaluation process are detailed elsewhere in this document.
- 2.3 The Pallavapuram Municipality invites tenders from parties interested in participating for the work of **“Supply of Dumper Placer container 2.5m3 capacity coloured Galvanised steel sheet”**.

### **3.0 Tendering process in brief**

- 3.1. The Commissioner, Pallavapuram Municipality, Tamil Nadu , will receive tenders **upto 15.00 hours (IST) on 24-12-2008** and the tenders consisting of the Technical proposals will be opened on **24-12-2008 at 15.30 hours (IST)** itself in the presence of tenderers (or) their authorised persons who choose to be present. The financial proposals of those tenderers, whose detailed technical tenders are accepted by the committee as substantially responsive, will be opened on a day intimated by the Commissioner, Pallavapuram Municipality. Of the financial proposals so opened the tender with the lowest quote will be the selected tender.
- 3.2. The Pallavapuram Municipality, will enter into an agreement with the selected tenderer, at the rates indicated in his commercial offer.

### **4.0 Contents of Tender document**

- 4.1. Tender documents issued for the purpose of tendering include the following, together with any addenda issued in accordance with clause 5.4 of the Instructions to Tenderers:
  - Section 1: Invitation to Tender
  - Section 2: Instructions to Tenderers
  - Section 3: Forms of Tender, Qualification information
  - Section 4: Forms of Agreement and Performance bank guarantee
  - Section 5: General Conditions of contract
  - Section 6: Special conditions of contract
  - Section 7: Additional conditions of contract
  - Section 8: Bill of Quantities.
- 4.2. The Tenderers are expected to examine carefully all instructions, conditions, forms, terms and specifications in the tender document. Tenders, which are not substantially responsive to the requirements of the tender documents, will be summarily rejected.

### **5.0 Clarification and amendments to the Tender document**

- 5.1 Tenderers shall carefully examine the terms and conditions contained in the tender document. If any tenderer finds any discrepancies or if there is any doubt on the meaning of any terms and conditions, he should at once address a query to Pallavapuram Municipality in writing or by fax to:

**The Commissioner,  
Pallavapuram Municipality,  
Chrompet, Chennai – 44 Kancheepuram District, Tamil Nadu,  
Phone: 044-22418459  
Fax: 044-22412131**

- 5.2 The Pallavapuram Municipality will offer clarifications to any such queries received during or after the Pre-tender meeting date. Written copies of the response of Pallavapuram Municipality (including a description of enquiry but without identifying its source) will be sent as an addendum to all those who have purchased the Tender documents.

- 5.3 The Pallavapuram Municipality does not assume any responsibility for the correctness or otherwise of the information provided in these documents. The tenderers are solely responsible for the accuracy of the information and have to initiate necessary efforts to obtain the latest relevant information for preparation of the tender.
- 5.4 At any time prior to the date for submission of tenders, the Pallavapuram Municipality may for any reason, modify the tender documents by issuing Addenda. The tenderers shall duly acknowledge receipt of the Addenda from the Pallavapuram Municipality and shall place the addenda issued, duly signed by the authorised signatory, in the relevant place in the tender to be submitted.
- 5.5 In order to afford tenderers reasonable time to take such addenda into account in preparing their tenders the Pallavapuram Municipality at its discretion may extend the date for submission of the tenders.

#### **6.0 Preparation, Submission and Evaluation of Tenders**

- 6.1 The tender shall be submitted in a TWO cover system. One sealed cover should contain the Technical bid and the other sealed cover should contain the Financial bid separately. Both the covers should be placed in a sealed outer cover.
- 6.2 The Technical and Financial Proposals shall be prepared in indelible ink and must be signed by the tenderer/authorised representative of the tenderer. The proposals must contain no overwriting except as necessary to correct errors made by the tenderers themselves, in which case such corrections must be initialed by the tenderer / authorised person or persons signing the proposals.
- 6.3 The tender containing the Technical and Financial proposal shall be submitted along with a Tender security of Indian Rupees One Lakhs Sixty Five Thousand only (Rs.1,65,000/-) in the form of demand draft drawn in favour of "The Commissioner, Pallavapuram Municipality, The tender security may be in the following form:
- Demand draft from a Nationalized / Scheduled Bank in favour of The Commissioner, Pallavapuram Municipality, Payable at Chennai.
- (or)
- Cash payment remitted in Municipal Treasury
- (or)
- A bank guarantee issued by Nationalised / Scheduled Bank located in India or a bank located abroad acceptable certified cheque, bank draft or letter of credit in favour of Commissioner, Pallavapuram Municipality
- (or)
- National savings certificate pledged with Commissioner, Pallavapuram Municipality.
- 6.3.1 Bank guarantee (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.
- 6.4 Tenders received without an acceptable tender security shall be considered as non-responsive and shall be rejected outright. The tenderer shall place the **Tender Security** in the cover containing their Technical Proposal.
- 6.5 The address for submission of the tenders and for seeking information is provided hereunder:

**The Commissioner,  
Pallavapuram Municipality,  
Chrompet, Chennai – 44 Kancheepuram District, Tamil Nadu,  
Phone: 044-22418459  
Fax: 044-22412131**

6.6 The Pallavapuram Municipality is not bound to accept all of the proposals submitted by the tenderers. The Pallavapuram Municipality reserves the right to reject any tender or all the tenders without assigning any reasons therefore. Such tenderers shall have no cause of action or claim against Pallavapuram Municipality or its officers, employees, successors or assignees for rejection of their tender.

## **7.0 Technical proposal**

7.1. Technical proposal shall contain:

- The section 1 to 8 of the tender documents duly signed in all pages by the tenderer / authorised signatory in all pages.
- Documents in proof of credentials of the tenderer as set forth in clause 9.3, 9.4, 9.5, 9.6 and 9.7 of Instructions to Tenderers
- The Tender security as described in clause 6.3, 6.3.1 and 6.4 of Instructions to Tenderers

7.2. Tenderers shall submit the proposed plan for mobilising resources for this project indicating details of:

- a) Sources of funds including debt /equity mix
- b) Terms and condition for each component of the funds
- c) Arrangements made for mobilising funds – letter indicating commitment to provide funds for the operations from financial institutions, banks etc.
- d) The tenderers shall submit a statement of liquid assets available for investment as equity in this project. The statement shall be certified by a chartered accountant/ auditor.

7.3 Where it is necessary, the Pallavapuram Municipality will make appropriate enquiries with the Tenderer's Bankers for which the tenderer shall issue authorisation to Pallavapuram Municipality to do so.

7.4 Tenderers are expected to prepare their plan conforming to requirements specified under the scope of work contained in clause 2.2 of the Instructions to Tenderers and other information contained in the tender documents. Tenders shall factor in all required information for providing a complete plan of action. Failure to do so will be at tenderer's own risk and may result in rejection of the tenderer's proposal.

7.5 The Plan of Action need not be restricted to description of the parameters enumerated above and may contain any other information that the Tenderer may consider as significant for fulfillment of the contract.

7.6 The tenderers may note that the information contained in the Technical proposal submitted by the successful tenderer shall be incorporated, in part or whole, or as mutually agreed on modifications in the Contract to be subsequently signed with the Pallavapuram Municipality . The contents of the proposal of the successful tenderer are

thus likely to be made binding on him at the discretion of Pallavapuram Municipality. The tenderers may take this into account in preparation of their proposals.

### **8.0 Financial proposal**

The Financial proposal shall contain the Section-8 of the tender document duly signed, specifying the cost of “**Supply of Dumper Placer container 2.5m3 capacity coloured Galvanised steel sheet**”.

### **9.0 Evaluation of proposals – criteria and the process**

- 9.1. Prior to the detailed evaluation of tenders, the Pallavapuram Municipality will determine whether each tender is substantially responsive to the requirements of the tender documents. For the purpose evaluation, the substantially responsive tender document is one, which confirms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the Pallavapuram Municipality and cannot subsequently be made responsive by the tenderer having corrected or withdrawn the non-conforming deviation or reservation.
- 9.2. The evaluation of the technical proposals of the tenderers will be based on financial and technical capabilities of the tenderer. At any stage in the entire evaluation process, the Pallavapuram Municipality reserves the right to call for clarification/ documents, from any of the tenderers, in writing or by fax, in order to carry out the process to its logical conclusion.

### **9.3. Pre-qualification criteria**

1. The tenderers who are either Manufacturers or their authorised distributors alone can participate in the tender.
  2. The tenderers should have recorded an annual turnover of **Rs.85.75 lakhs** (two and half time of estimate value) in atleast any one of the five financial years. Copies of the Income Tax Returns and associated documents including PAN card shall be furnished along with the bid.
  3. The tenderers should have supplied atleast Rs.8.60 lakhs (one fourth time of the estimated value) valued stores of the above kind or similar kind to any one of the Government/Quasi-Government/Public sector institutions in one single order during any one of the past 5 years. In proof thereof, copies of supply orders received from their client by the tenderer should also be enclosed to the tender.
- 9.4. The financial pre-qualification criteria shall be substantiated by fully audited annual reports of the Manufacturers/ those of their authorised dealers.
- 9.5. The Financial proposals of all the technically qualified tenders will be opened on a date to be announced by the Pallavapuram Municipality. The lowest technically suitable tender will be the selected tenderer with whom the Pallavapuram Municipality will enter into a contract for the purchase, provided the rates are considered reasonable by the evaluation committee, and approved by the Council.
- 9.6. If the evaluation committee considers that the rate quoted by the lowest technically qualified offer is on the higher side, it may invite that Tenderer alone for negotiations. If negotiations are successful, a contract will be entered into by the Pallavapuram Municipality or else the tender will be discharged.

9.7. The successful tenderer shall furnish a performance guarantee for an amount of **5%** of the rates quoted by them. It shall be in the form as specified in clause 4.1 of Section-5 of the tender documents.

9.8. Only the tenderers who qualify all the mandatory pre-qualification criteria mentioned in clause 9.3 & 9.4 of Instructions to Tenderers alone will be considered for further opening of the price bid.

#### **9.9. Deciding Award of Contract**

1. The Pallavapuram Municipality shall notify those tenderers whose proposals did not meet the minimum qualifying criteria were considered non-responsive to the Letter of Invitation and Terms of Reference, indicating that their price tenders will be returned unopened after completing the selection process. The Municipality shall simultaneously notify the tenderers who have fulfilled the qualifying criteria, indicating the date and time set for opening of the financial bid. The intimation will be sent by registered letter / courier.
2. The financial bids will be opened in the presence of the qualified tenderers or their representatives who is authorised by the tenderer to attend. The name of the qualified tenderer and the proposed prices shall be read aloud and recorded when the price bids are opened.
3. The Pallavapuram Municipality will determine whether the price bids are complete (i.e. whether they have quoted all items. If the price bids are incomplete the Municipality will summarily reject the tender.
4. The Pallavapuram Municipality may also require breakup of rates and agree for suo motto reduction of price by the lowest tenderer arising out of appropriate adjustments for acceptable variations/deviations without compromising any quality parameters stipulated on the component works. If it is felt that the price quoted by the lowest tenderer is excessively higher with reference to the prevailing market rate and if the Tender contains unbalanced items/rates during negotiations the lowest tenderer must be prepared to furnish the detailed cost break up and other clarifications to the proposals submitted by him, as may be required to adjudge the reasonableness of his price proposals.

#### **9.10 Pre-tender meeting**

The tenderer is invited to attend the pre-tender meeting, which will take place at O/o the Commissioner, Pallavapuram Municipality, on 04-11-2008 at 15.45 hrs (IST)

#### **10.0 Miscellaneous instructions to Tenderers**

10.1 The tenders prepared by the tenderers and all correspondence and documents relating to the Tenders exchanged by the tenderers and Pallavapuram Municipality

shall be written in English only. Failure to comply with this Condition may disqualify the tender.

- 10.2 Tenderers shall submit offers that comply fully with the requirements of the tender and the Contract Agreement.
- 10.3 Tenders must reach the office of the “The Commissioner, Pallavapuram Municipality , Chrompet” at the address specified not later than 15.00 hours (IST) on 24-12-2008.
- 10.4 The Pallavapuram Municipality may, at its discretion, extend the date for submission of Tenders by issuing an amendment in which case all rights and obligations of Pallavapuram Municipality and the tenderers previously subject to the original date shall thereafter be subject to the new date as extended.
- 10.5 Any tender received by Pallavapuram Municipality , after the date for submission of tenders given in clause 10.3 of the Instructions to Tenderers will be returned unopened to the tenderer.
- 10.6 The Pallavapuram Municipality will open the technical proposals of the tenderers in the presence of tenderers or their duly authorised representative who choose to attend in the office of:
- The Commissioner,  
Pallavapuram Municipality,  
Chrompet, Chennai – 44 Kancheepuram District, Tamil Nadu,  
Phone: 044-22418459 Fax: 044-22412131**
- 10.7 The Pallavapuram Municipality will examine the tenders to determine whether they are complete, whether the documents have been properly signed and whether tenders are generally in order.
- 10.8 After opening the tenders, Pallavapuram Municipality will announce the tenderer’s names and such other details, as Pallavapuram Municipality may consider appropriate.
- 10.9 Tenders shall remain valid for acceptance for a period of Ninety days (90) calendar days after the date of opening of technical proposal. In exceptional circumstances prior to expiry of original tender validity period, Pallavapuram Municipality may request the tenderers for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by fax. A tenderer agreeing to the request will not be required nor be permitted to modify his tender but will be required to extend the validity of his tender correspondingly. However such of those tenderers who are not willing to extend the validity are free to withdraw their tenders without any penalty.
- 10.10 All information furnished by the tenderers, in the tender documents, shall be kept confidential by Pallavapuram Municipality. Any effort by tenderers to influence Pallavapuram Municipality during the course of processing the tenders or in decisions may result in the rejection of their tenders.
- 10.11 To assist in the examination, evaluation and comparison of tenders, the Pallavapuram Municipality may, at its discretion, ask any tenderer for clarification of his tender. The request for clarification shall be in writing or by fax. However no change in price or substance of the tender shall be sought, offered or permitted except during the process of negotiations described in the tender documents.

**11.0 Award of contract and signing of contract agreement**

- 11.1 The selected tenderer will be issued a letter of award and invited for signing the contract agreement. It is in the view of the committee reviewing the commercial proposals, the lowest rates quoted is on the high side, the lowest tenderer alone may be called for negotiations prior to the letter of award. If the negotiations are not successful Pallavapuram Municipality reserves the right to discharge the tender.
- 11.2 Upon award of contract, Pallavapuram Municipality shall promptly inform the other tenderers that their proposals have not been accepted, after signing of agreements.
- 11.3 While inviting the successful tenderer that his tender has been accepted for entering into an agreement, Pallavapuram Municipality shall send the successful tenderer the Contract Agreement duly including the substantiate portion of the technical proposal for signature. The successful tenderer shall submit the contract agreement duly signed and return it along with the performance guarantee to Pallavapuram Municipality for commencement of agreement.

**12.0 Time frame for start of operations**

The successful tenderer will be allowed 180 days for the procurement of the necessary stock so as to complete the entire work. They will be expected to start the supply of the goods as soon as the Contract Agreement is signed.

## SECTION – 3

### FORMS OF TENDER, QUALIFICATION INFORMATION

	<b>TABLE OF FORMS</b>	<b>Pages</b>
1.	Pre-qualification tender with data sheet i.e. technical tender (Cover A)	14-16
2.	Contractor's Tender with List of documents to be enclosed with Pre-qualification data sheet in technical tender (Cover A)	17-18

**1. Pre-qualification data sheet**  
**(To be placed in cover A)**

- 1) Name of the Applicant / Individual / Firm / Dealer -----  
(In Block Letters)
  
  - 2) Name of the Authorized Representative  
(In case of firm / society)
  
  - 3) Father's / Husband's Name of the Authorised Representative/Applicant
  
  - 4) a) Full Address (Postal : (Residence) -----  
-----  
-----  
-----  
  
: (Office) -----  
-----  
-----  
-----  
-----  
-----  
-----  
-----  
  
b) Telephone No. : (R) ----- (O) -----  
c) Mobile Phone No. : -----  
d) Pager No. : -----  
e) Fax No. : -----  
f) E-Mail address : -----
  
  - 5) **Incase of a Firm/Dealer**
    - a) Is the firm registered : Yes / No  
(All the partnership firms  
Have to be registered)
    - b) If Registered, Reg. No. : -----  
Date : -----  
Place of Registration : -----
- (\* Registered Certificate in Authorized in original or attested photocopy has to be enclosed)
- c) Position of the Authorized Representative  
in the firm (eg. Proprietor / MD / Manager etc.)
  
  - d) Audit Report for the latest year for : Year : .....  
Registered firms Date of Issue :.....  
(Audit report in original or attested copy has to be enclosed)  
EMD Deposit payment particulars : DD No. : .....

Date : .....

Rs : .....

(Rupees .....: ..... only)

( DDs taken on Nationalised / scheduled commercial banks only are accepted)

(a) Educational Qualifications : Attach separate sheets

(i) Is the applicant agency holding any such type of 'Contract' at present in Tamil Nadu (if yes, attested copy of the work order has to be enclosed).

(ii) If yes, Name of the Corporation / Municipality / : with address

a) Income Tax Certificate (original) Date of Issue:

Identify Proof (Enclose any two proof) : -----

Has any your own kith and kin (wife /children) applied in connection with this notification : Yes / No.

----- (if yes given application number)  
(Only one member of the family can apply)

(a) Was your contract (individual / firm ) : Yes / No

in any Department terminate on the : (if yes give address)

Grounds of un-satisfactory performance or other irregularity, at any time during the past

(b) Where you are was your firm or society : Yes / No  
Blacklisted by CMA in any Corporation /  
Municipality or by other Govt. Dept.  
at any time during the past (If yes give details)

-----  
(Previous blacklisting automatically disqualifies the application)

### Pre-qualification details

- a. Previous experience in this field ----- yrs.
- b. Yearly turn over Rs. .... in lakhs.
- c. Certified Copies of following documents have to be placed in cover 'A' / / technical Tender along with tender EMD supporting the tenderers qualification claim & evaluation.

- (i) Tenderers past performance certificate from Local body, Govt, Semi-Govt organizations. Performance Certificate should have been issued by the Commissioner of Municipality or Executive head of Govt / semi Govt. Departments
- (ii) Copies of documents indicating annual turn over in past 5 years with audited statement of Accounts.
- (iii) Copies of original document regarding the constitution or legal status of the tenderer. Place of Registration, wholesale dealer / distributor certificate.
- (iv) Income Tax Certificate.

**Declaration**

I solemnly declare that if I am / my Agency is awarded the contract of “Supply of Dumper Placer container 2.5m3 capacity coloured Galvanised steel sheet”.

I will organize and arrange to supply the quantity of bins as per the specifications of the Pallavapuram Municipality , failing to do so the contract is liable for termination.

I will organize and arrange to supply the quantity of bins within the time frame fixed by the , failing to do so any fine imposed by municipality may be imposed on the bill and the contract is liable for termination.

I will not sublet the contract partially or fully. If it is found that I have sublet the contract to any other person / agency, the contract may be made liable for termination.

I have read and understood in full all the above stated points in the application and also the items / conditions mentioned in the tender documents. I furnish declare that the information and particulars furnished by me are true and correct to the best of my knowledge and belief, and I shall be liable for suitable action as decided by the department for any false information.

Signature of the applicant /  
Authorized Signatory

Date: -----

Full Name: -----

(In Block Letters)

**CONTRACTOR’S TENDER**

**Name of Work:** “Supply of Dumper Placer container 2.5m3 capacity coloured Galvanised steel sheet ”

**From**

.....  
.....

**To**

**The Commissioner,  
Pallavapuram Municipality,  
Chrompet, Chennai – 44 Kancheepuram District, Tamil Nadu,  
Phone: 044-22418459 Fax: 044-22412131**

Sir / Madam,

We offer to execute the supply work described above in accordance with the Conditions of Contract accompanying this tender for the rates quoted therein in a separate sealed envelope.

This tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

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”.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this tender, and to contract execution if we are awarded the contract, are listed below:

<u>Name and address of agent</u>	<u>Amount</u>	<u>Purpose of Commission or gratuity</u>
----------------------------------	---------------	--

(if none, state “none”)

We hereby confirm that this tender complies with the tender validity and tender security required by the tendering documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory	:	.....
Name of Tenderer	:	.....
Address	:	.....
	:	.....

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**  
**(On Non – judicial stamp paper of Rs 100 duly attested by notary public)**

**POWER OF ATTORNEY**

Know all men by these presents, we (name and address of the registered office of the Sole Applicant / Lead Member/ Member) do hereby constitute, appoint and authorize Mr. / Ms. -----  
----- R/o (name and address of residence) who is presently employed with us and holding the position of -----  
as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with the work of “Supply of Dumper Placer container 2.5m3 capacity coloured Galvanised steel sheet” (the Contract) including signing and submission of all documents and providing information / responses to the PMC representing us in all matters in connection with our bid for the said Contract.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this ..... day of ..... 2007.

For .....

(Name and designation of the person(s) Signing on behalf of the the registered office of the Sole Applicant / Lead Member/ Member)

Accepted

.....(Signature)

(Name, Title and Address of the Attorney)

## SECTION – 4

### FORMS OF AGREEMENT AND PERFORMANCE BANK GUARANTEE

#### AGREEMENT FORM

This Contract made the ----- day of -----, 2007 between The Commissioner, Pallavapuram Municipality established under the Pallavapuram Municipality Act, 1920 and represented by its **“Commissioner”** (Which expression unless the context otherwise requires shall include its successors in interest and assigns) of the one part

and

----- (name and address of the contractor) (hereinafter referred to as **“Contractor”** which expression unless the context otherwise requires shall include its successors in interest and permitted assigns) of the other part.

WHEREAS the Pallavapuram Municipality had invited tenders, through competitive tendering process, for **“Supply of Dumper Placer container 2.5m<sup>3</sup> capacity coloured Galvanised steel sheet”**.

WHEREAS the aforesaid work required the Contractor entering into a Contract with Pallavapuram Municipality

NOW THIS CONTRACT WITNESSETH as follows:

- 1.0** In this Contract, works and expression 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 Contract.
- 2.0** In consideration of the payments to be made by Pallavapuram Municipality to the Contractor as hereinafter mentioned the Contractor hereby convenants with the Pallavapuram Municipality to execute service contract work and remedy and defects therein in conformity in all aspects with the provisions of the Contract.
- 3.0** The Pallavapuram Municipality hereby convenants to pay the Contractor in consideration of the delivery of the service contract work and the remedying the 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.
- 4.0** The following documents shall be deemed to form and be read and construed as part of this Contract, viz. :
  - i) Letter of Acceptance;
  - ii) Contractor’s tender including the initial plan of action, the price quote;
  - iii) General Conditions of contract
  - iv) Specifications
  - v) Bill of quantities
  - vi) Any other documents issued in contract data as forming a part of the contract.

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

The Common seal of

---

---

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

---

---

In the presence of :

Binding Signature of Pallavapuram Municipality .

---

Binding Signature of Contractor

---

**PERFORMANCE BANK GUARANTEE**

To

**The Commissioner,  
Pallavapuram Municipality,  
Chrompet, Chennai – 44 Kancheepuram District, Tamil Nadu,  
Phone: 044-22418459 Fax: 044-22412131**

WHEREAS \_\_\_\_\_(name and address of Contractor)

(Hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. \_\_\_\_\_  
dated \_\_\_\_\_ to execute \_\_\_\_\_

(Name of Contract and brief description of Works) (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank within the state of Tamil Nadu for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee,

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ (amount of guarantee)  
\_\_\_\_\_ (in words), such sum being payable in the  
undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We here by waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days after the contract period or the end of contract which ever is later

Signature and seal of the guarantor \_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

## SECTION – 5

### GENERAL CONDITIONS OF CONTRACT

#### 1.0 Definitions

In this Contract the following words and expressions shall have the meanings ascribed to them below except where the context otherwise requires:

**“JNNURM” means** Jawaharlal Nehru National Urban Renewal Mission

**“Municipality” or “Department”** means a body established under the Pallavapuram Municipality Act, 1920 and represented by its Commissioner and shall include its assignees and its legal successors in title.

**“MSW”** means municipal solid waste which includes garbage consisting of waste from residential households, commercial areas, markets, public places and other mortified localities in the designated Area, in either solid or semi- solid form, excluding industrial hazardous wastes, but including treated bio medical wastes, garden and any vegetable waste, and any waste arising from street sweeping.

**“FDA”** means Food and Drug Administration

**“Change in Law”** means the enactment or issuance of (I) any new approval required to be obtained by the Company or any new law (including any act, rule, regulation, notification, order or instruction that have to force of law), or (ii) the amendment, alteration, modification or repeal of any existing law or regulation of a Government Agency (including, without limitation, any law or regulation relating to any taxes, levies, duties, customs, deductions, charges, withholdings, ceases, import fees or assessments or any expropriation or authority contrary to the existing official interpretation thereof, in each of cases (I) through (iii) above coming into effect after the date of execution of this Contract.

**" Supply of Dumper Placer container 2.5m3 capacity coloured Galvanised steel sheet".**

**“Contract”** is the contract between Municipality and the Contractor to execute the work of "Supply of Dumper Placer container 2.5m3 capacity coloured Galvanised steel sheet".

**“Contractor”** is the person or corporate body whose tender to carry out the supply work has been accepted by the Municipality and includes the Contractor’s personnel, representatives, successors and permitted assignees.

**“Days”** are calendar days **“Months”** are calendar months.

**“Government Agency”** means Government of India and Government of Tamil Nadu and all organisations in which the government of India or the Government of Tamil Nadu in their respective executive capacity hold a controlling interest.

**“Party” or “Parties”** shall mean collectively the Pallavapuram Municipality and the Contractor and individually, either of them.

**“Penalties”** are as defined in Clause 6.0 of the Conditions of Contract

**“Performance Guarantee”** means performance guarantee as defined in Clause 4.1 of the Conditions of Contract.

**“Supply Work”** means the " Supply of Dumper Placer container 2.5m3 capacity coloured Galvanised steel sheet".

## **2.0 Interpretation**

- 2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings and paragraph numbering have no significance and are for convenience only. Words have their normal meaning under the language of the Contract unless specifically defined. The Commissioner Pallavapuram Municipality will provide instructions clarifying queries about the Conditions of contract.
- 2.2. Reference to any legislation or to any provisions of any legislation shall include any statutory modification or re-enactment of, or any legislative provision substituted for and all legislation and statutory instruments issued under such legislation or provisions till date;
- 2.3. References to Clauses, Annexures are references to Clauses, and Annexures of this Contract
- 2.4. References to Clauses shall be read in the cause of sub-clauses, paragraphs and sub-paragraphs as being references to sub-clauses, paragraphs and sub-paragraphs as may be appropriate;
- 2.5. Reference to any document or contract shall be deemed to include references to such document or contract as amended, novated, supplemented, varied or replaced from time to time.

## **3.0 Scope of work**

The scope of work under this contract is to "*Supply of Dumper Placer container 2.5m3 capacity coloured steel sheet*" as per the enclosed specification. The rates quoted should be NETT inclusive of all Taxes, Freight charges etc.,

## **4.0 Preliminaries**

### **4.1 Performance Guarantee**

- 4.1.1. The Contractor shall furnish a performance Guarantee for an amount of 5% of the rates quoted by the contractor in the tender.
- 4.1.2. The Performance Guarantee shall be in the form of an acceptable Bank Guarantee of a Nationalised Bank/ Scheduled Bank. The format for which is given in Section – 4 forms of agreement. This shall be made valid for a period of thirty days beyond the date of 100% supply.
- 4.1.3. If the Performance Guarantee is encashed at any point of time by the Pallavapuram Municipality due to reasons mentioned elsewhere in these Conditions, the Contractor shall furnish a fresh Performance Guarantee within 5 (five) working days of the encashment by Pallavapuram Municipality of the earlier Performance Guarantee. Failure to do so on part of the Contractor shall result in an event of default by the Contractor.

- 4.2. The **Start Date** shall be the date of signing of this Contract

### **4.3. Conditions precedent**

4.3.1. The Contractor shall fulfill the following conditions precedent within 30 (Thirty) days from the date of signing this Contract:

4.3.1.1. The Contractor shall furnish the Performance Guarantee as described in clause 4.1 of the Conditions of Contract.

4.3.1.2. The Contractor shall, within 30 (thirty) days from the date of approval of tender will sign the agreement for this Contract.

4.3.1.3. Submit copies of the council resolution authorising Municipality to execute the Contracts

4.3.2. Costs of satisfying the above condition precedent shall be borne by the respective Parties responsible for satisfaction of the Conditions Precedent

#### **4.3.3. Non-fulfillment of the Conditions Precedent**

4.3.3.1. In case of non-fulfillment of Conditions Precedent attributable to reasons beyond the control of the Contractor and the Pallavapuram Municipality, the period for satisfaction of Conditions Precedent may be extended by mutual consent of the Contractor or the Municipality.

4.3.3.2. If any of the conditions precedent contemplated at Clause 4.3.1 and 4.3.2 has not been satisfied in full or has not been waived, within the time stipulated or such extended time that the Parties may agree upon, then and in such event either party shall have the right to terminate this Contract by 30 days notice in writing to the other Party, given at any time thereafter, but prior to such conditions precedent being so satisfied or waived, and if the conditions precedent are not satisfied or waived within such notice period, upon expiry of such notice, this Contract shall terminate

4.3.3.3. If the Contract is terminated due to the non-satisfaction of conditions precedent by the contractor, as set forth at Clause 4.3.1 except that set forth in Clause 4.3.1.3 for reasons beyond the contractor's control, the Contractor shall not be compensated in any manner whatsoever and the Performance Guarantee shall be forfeited and encashed

4.3.3.4. If the Contract is terminated due to non-satisfaction of conditions precedent, set forth at Clause 4.3.2 or Clause 4.3.1.3 for no fault of the contractor then the Municipality shall release the Performance Guarantee.

#### **5.0 Exclusivity of Contract**

The tenderer shall be the sole and exclusive agency nominated by the Municipality to undertake the " Supply of Dumper Placer container 2.5m<sup>3</sup> capacity coloured Galvanised steel sheet" as per the enclosed specification.

#### **6.0 Payment Terms & Service quality and penalties for defaults in service delivery**

6.1. If the successful tenderer wishes to seek a mobilization advance he is entitled to receive upto 10% of the bid value against submission of a Bank Guarantee of equivalent amount which should be valid for one year period. This mobilization advance will be adjusted during the payment of the contract bill.

6.2. 100% of the supply has to be supplied to the Pallavapuram Municipality within the stipulated time frame. A fine of 0.25% of the bid value will be levied for every week of delay beyond the stipulated time frame and the same will be deducted from the bill to be passed for payment.

## **7.0 Dispute resolution**

### **7.1. Nature of Dispute**

- 7.1.1. If any dispute arises between Pallavapuram Municipality and the Contractor in connection with or arising out of or in relation to the Contract, the affected Party shall issue a Dispute Notice to the other Party giving a description of the nature of dispute.
- 7.1.2. Each Party shall attempt to settle such dispute amicably within ten (10) days of the issue of the Dispute Notice.
- 7.1.3. Any dispute arising out of this contract will be settled within the jurisdiction of the Court in Chennai .

### **8.0 Miscellaneous clause**

Any change in “Firm’s constitution” shall be intimated to the department immediately in writing.

# SECTION – 6

## SPECIAL CONDITIONS OF CONTRACT

### **1. PERIOD OF CONTRACT:**

The period of contract will be for 60 Days from the date of supply order.

### **2. PRODUCTION OF SAMPLES AT THE TIME OF SUBMISSION OF BIDS:**

The tenderer at the time of submission of their tenders must be produce, samples of the Dumper Placer container 2.5m<sup>3</sup> capacity coloured steel sheet to the Pallavapuram Municipality

### **3. THIRD PARTY INSPECTION:**

If necessary the Municipality may conduct a third party inspection for the compactor supplied by the tenderer through approved agencies at their own cost and the connected test report in this regard should be submitted when the supplies of Dumper Placer container are made.

### **4. SAMPLING INSPECTION:**

The tenderer at their own expense shall test a batch of 2 Nos of sample collected jointly through authorised Industrial research institutions.

### **5. GUARANTEE FOR DUMPER PLACER:**

A Guarantee for the total quantities of Dumper Placer has to be given for a period of one year against material defects. If any defects noticed in this regard necessary replacements should be made.

## **SECTION – 7**

### **ADDITIONAL CONDITIONS OF CONTRACT**

1. The rates are to be quoted in terms of Indian Rupees (INR) per Dumper Placer basis only. It should be inclusive of all taxes, freight charges (FOR Chennai).No extra payment will be allowed.
2. The Dumper Placer container are to be supplied and delivered at the Main Office of the Municipality where necessary stock entries will have to be made.
3. Tenders received after the fixed time will not be accepted.
4. The Dumper Placer should be supplied as per the technical specification enclosed vide Annexure – I.
5. The successful tenderer should give another sample of the Dumper Placer container to be supplied and get a formal approval of the specimen from the authorised persons of the Municipality before actual commencing of the supply.
6. The Dumper Placer container should be Reusable, washable, absolutely smooth and sanitary to satisfy the critical requirement of MSW Rules, 2000.

**PALLAVAPURAM MUNICIPALITY**

**PRICE BID DOCUMENT**

**(TO BE PLACED IN THE 'B' COVER)**

**Supply of Dumper Placer container 2.5m<sup>3</sup>  
capacity coloured Galvanised steel sheet**

## SECTION – 8

### BILL OF QUANTITIES

**Name of Work:** Supply of Dumper Placer container 2.5m<sup>3</sup> capacity coloured Galvanised steel sheet

**Date of Tender :** 24-12-2008

**Cost of Tender Schedule:** Rs.10134/-

**Earnest Money Deposit :** Rs.70,000/-

Sl. No	Quantity	Description	Rate in INR		Unit	Total value for the Probable Quantity (Both in figures and in words)
			In Figures	In Words		
1.	49 Nos (Forty Nine Nos Only)	<p>The 2.5 m<sup>3</sup> Capacity bins for garbage collection should be closed type hygienic and provided with specially designed bin cover. The bin construction shall be pressed section using colour coated steel sheet and reveted construction (welding not accepted). Suitable color pins should be provided for lifting by the Twin Bin dumper placer. The rear should be mounted on heavy duty hinges and provided with necessary door locking mechanism.</p> <p>Dimensions</p> <p>Volumetric Capacity : 2.5m<sup>3</sup>            Length : 1700mm            Width : 1320mm            Height : 1280 mm</p>			Each	

**(One items only)**

**Signature of the Tenderer**

# ANNEXURE – I

## **SPECIFICATIONS OF DUMPER PLACER CONTAINER 2.5m3 CAPACITY COLOURED STEEL SHEET**

The 2.5 m3 Capacity bins for garbage collection should be closed type hygienic and provided with specially designed bin cover. The bin construction shall be pressed section using colour coated steel sheet and reveted construction (welding not accepted). Suitable color pins should be provided for lifting by the Twin Bin dumper placer. The rear should be mounted on heavy duty hinges and provided with necessary door locking mechanism.

### Dimensions

* Volumetric Capacity	: 2.5m3
* Length	: 1700mm
* Width	: 1320mm (Tolerance +/-5%)
* Height	: 1280 mm

### Panels

- \* Bottom and side : 2.5mm thick powder coated galvanized Steel Sheet
- \* Top Cover & Lid : 1.0mm thick coloured galvanized steel sheet with SS hinges
- \* Hinged Door : 1.6mm thick coloured galvanized steel sheet with SS hinges
- \* U Support Frame : 2.0mm thick powder coated stainless steel
- \* Rivets : Lock Bolt revets
- \* Colour of Bins : Green and White
- \* Painting & Lettering : Painting and Slogan writing as per directions of the departmental officers.

Commissioner  
Pallavapuram Municipality