

# **GREATER CHENNAI CORPORATION**

-----NAME OF DEPARTMENT-----



## **BID DOCUMENT FOR PROCUREMENT OF GOODS**

*Procurement of: [insert identification of the Goods]*

*Address of the Tender Inviting Authority:*

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(THIS TENDER DOCUMENT IS NOT TRANSFERABLE)

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# SECTION 1 - TECHNICAL BID

## **GREATER CHENNAI CORPORATION**

---- Tender Inviting Authority-----

-----Detailed Address-----

### **E-Tender Notice**

Tender Ref. No.

Dt. ....

E-Tender under two cover system (Technical & Financial Bid) are invited for the following procurement of Goods (----- *Tender Inviting Authority*-----) as mentioned in the Table below.

Ref. No.	Name of Work	Approximate value of Work	EMD	Eligibility	Last date and time of submission

1. Bid document will be available in website <https://tntenders.gov.in> till **<<insert date and time>>** for online bidding. The Bidders must possess Digital Signature Certificate- Class 3 for submission of Bids through online in the above website.
2. Bids Pre-Bid meeting date and Time: **<<insert date and time>>**
3. Both Technical & Financial Parts of Bids must be submitted online on or before **<<insert date and time>>**. **Bids received** online, Technical part of the bids shall be opened at **<<insert date and time>>** in the office of **<< Head of Department>>**, Greater Chennai Corporation in the presence of the Bidders who wish to participate in the tender, the financial part shall remain unopened in the E-procurement system until the second bid opening for financial part. If the date of opening happens to be a holiday, the Bids will be opened on the next working day at the same time and venue. Any bid or modification to bid (including discount) received outside the E-procurement system will not be considered.
4. The EMD amount of Rs. **<<insert amount>>**/- shall be furnished only through online net banking transaction at the time of submission of Bids on the website <https://tntenders.gov.in> and hard copy of the transaction is not required to be submitted in the office of the Tender Inviting Authority. The Price bid shall be submitted in online bidding.
5. Subsequent corrigendum/addendum if any shall only be available in website indicated above. The bidders would be responsible for ensuring that any corrigendum/addendum available on the website is also downloaded and incorporated.
6. The Greater Chennai Corporation reserves the right to cancel any or all Bids without assigning any reasons

## **SECTION – II ELIGIBILITY CRITERIA**

1. The bidder shall have General Continuous experience under supply contracts in the role of Manufacturer/ Authorized Dealer between 1st January [2020] and the Bid submission deadline from India who are legally competent and entitled for entering into contract as per the law of contract prevailing in India. The bidder being the authorised dealer, should enclose the authorisation letter from their Manufacturer clearly stating that the dealer is authorised to take part in the current tender and supply and provide necessary maintenance/service.
2. The bidder shall have similar supply Experience be the in the field of Supply of (Insert Description Of Goods) at least for <<Insert time period>>between 1st January [2020] and the Bid submission deadline and should attach the proof for the same. The bidder being the Manufacturer/ Authorized Dealer the necessary documents of their manufacturer shall be submitted along with the letter from their Manufacturer. Non-manufacturer / Authorized Dealer bidder should Authorization submit certificate from similar manufacturer. Bids from Dealers /agents/non-manufacturer bidder without proper Manufacturer Authorization shall be treated as non-responsive.
3. The bidder should attach proof for having specific supply Experience not less than <<Insert Quantity Of Goods>>\_Nos. <<Insert Description Of Goods>> not less than <<Insert time period>> for the period between 1st January [2020] and the Bid submission deadline to any Govt / Quasi Govt / Local bodies in single or Multiple orders. Necessary work order copies and respective completion certificate and performance certificate for the supply and after sales and service should be submitted as a documentary proof. The bidder being the Authorized Dealer, the necessary documents of their manufacturer shall be submitted along with the letter from their Manufacturer.
4. The bidder should have experience of having successfully completed <<Insert Description Of Goods>> of any capacity during the period from Jan 2021 – Bid submission date for a value of minimum Rs. <<Insert Financial value >>crore to any Govt / Quasi Govt / Local bodies in single or Multiple orders. Necessary work order copies and respective completion certificate and performance certificate for the supply and after sales and service should be submitted as a documentary proof. The bidder being the Authorized Dealer, the necessary documents of their manufacturer shall be submitted along with the letter from their Manufacturer.
5. The bidder should have carried out the work of Maintenance of <<Insert Description Of Goods>> for a period of one year during the period from Jan 2021 – Bid submission date in a single or multiple orders in any Local Body or State/Central Government organization in India. The necessary documentary evidence should be submitted along with the tender documents.
6. The Bidder should have sound financial background. The Bidder should have a average turnover of minimum <<Insert financial value >>Crore, in the last <<Insert time period>> Financial years (Apr 2020– Up to Bid Submission date ). Necessary audited Balance sheets, proving above requirements are to be furnished with the bid. The bidder shall submit the copy of certificate showing turnover

certified by chartered accountant. The bidder being the Authorized Dealer, the Turnover of the dealer will only be considered.

7. The bidder should have their production / assembling facility in India. The bidder being the Authorized Dealer should attach proof of their Manufacturer having production /assembling facility in India.
8. The bidder should submit a copy of registration certificate of the company.
9. The bidder should submit an undertaking from the manufacturer to supply all the spares required for the <<Insert Description Of Goods>> for next <<Insert time duration of Service >> years.
10. The bidder should certify that the <<Insert Description Of Goods>> meets all minimum technical parameters as specified in the Tender and duly fill-up the format.
11. The bidder shall submit a letter from <<Insert Description of Goods>> that the rate of the <<Insert Description Of Goods>> quoted in this tender is under GeM Rates (Government E market place). If GeM Rate is not available, letter for the special rates applicable to Government departments only, should be obtained from the <<Insert Description Of Goods>> manufacturer and to be attached. The bidder should quote only one <<Insert Description Of Goods>> make and model with <<Insert Description Of Goods>> .
12. General arrangement drawing of the <<Insert Description of Goods>> with specifications offered (which should either meet or exceed tender specifications) clearly stating the make and model of the <<Insert Description Of Goods>> and <<Insert Description Of Goods>> should be enclosed.
13. The bidder or their local representative shall have their own workshops to accommodate at least <<Insert Quantity of Goods>> <<Insert Description Of Goods>> at a time in and around Chennai for servicing and repairing the <<Insert Description Of Goods>> or enter into MOU with local workshop which is capable of accommodating <<Insert Description Of Goods>> large <<Insert Description Of Goods>> at a time,. The necessary document proof / MOU should be attached
14. Copy of PAN card & GST registration certificate to be furnished.
15. The Manufacturers or the bidders have not been banned / blacklisted by any Government 'or' Semi-Government Department 'or' PSU during last three years. If the bidders or manufacturers have been banned then this fact must be clearly stated. A self-declaration in form of an undertaking to this effect should be given in Rs.20/- valued India Non Judicial stamp paper duly notarized and should be uploaded.
16. All pages of the Bid including where entries or amendments have been made shall be signed by the person or persons signing the Bid and to be **scanned and submitted through E-Tender**

**Note:** Documentary evidence in support should be provided for the eligibility Criteria confirming for the above conditions

# **SECTION III - INSTRUCTIONS TO BIDDERS (ITB)**

## **A. General**

### **3.1. Scope of Bid:**

-----*(General and Specific briefing of purchase to be proposed here under with supportive information)* -----

3.1.1 The successful Bidder will be expected to complete the Contract with in the period stipulated in the Contract Data.

### **3.1.2 Scope of Supply**

### **3.2. Qualification of the Bidder**

3.2.1 All Bidders shall provide a preliminary description of the proposed procurement method and schedule, as necessary.

3.2.2 All Bidders shall include the following information and documents with their bids in the prescribed format as stated in the Bid Data sheet:

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) Total monetary value of business for each of the last 3 Financial years;
- (c) Experience in the Contract of similar nature and size for each for the last 3 Financial years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;

3.2.3 The Bidders shall furnish the qualification information in the format given in 7.3, unless otherwise specified in the bid Data Sheet.

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

- Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with clause B/2.20.
- A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
  - (a) They or their sister concern have controlling shareholders in common; or
  - (b) They or their sister concern receive or have received any direct or indirect subsidy from any of them; or
  - (c) They or their sister concern have the same legal representative for purposes of this bid; or

- (d) they or their sister concern have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) A Bidder or their sister concern participates in more than one bid for the same package in this bidding process. Participation by a Bidder in more than one Bid for the same package will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) A Bidder or their sister concern participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

The Bidder is not eligible to bid for Contract, if his relative(as listed below) is posted as Accounts Officer or an Officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive) in the concerned department, Corporation of Chennai. The Bidder shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Junior Engineer or Officer in the Corporation of Chennai. Any breach of this condition by the Bidder would render him liable to be disqualified for the work.

- And all other conditions mentioned in the Eligibility Criteria (Section – II) Necessary documentary evidences shall be attached as proof for each of the above.

### **3.4. Cost of Bidding**

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

**3.5.** In any case any Bidder ask for a clarification to the Bid documents before one week before of Pre-Bid meeting Employer will response to Bidder queries and upload in E- Procurement Portal as Pre-Bid Reply without identifying the source of Bidder

### **3.6. Amendment of Bidding Documents**

3.6.1 At any time after the downloading of the Bid documents and before the opening of the Bid, the Bid inviting authority may make any changes, modifications or amendments to the Bid documents and shall send intimation of such change to all those who have downloaded the Bid documents. Prospective bidders shall promptly acknowledge the receipt thereof by telex, cable or fax to the Bidding authority. The Bid shall be furnished taking into account the addendum/amendments, if any, issued as mentioned above and any failure in doing so will lead to consequences including rejection of Bid. **Subsequent Corrigendum / Addendum of any shall be only available in <https://tntenders.gov.in>**

**The PRE-BID meeting for the tender will be held on <<INSERT DATE >> at 03.00 P.M in the chamber of << Address of Tender Inviting Authority / Designated Officer for Tender>>**

## **B. Preparation of Bids**

### **3.7. Language of Bid**

3.7.1 All documents relating to the Bid should be written in English

3.7.2 Where such documents are in other languages (copies of Invoice/performance certificates), it is the responsibility of the bidder to attach attested translated versions in English along with the copies of such documents.

The attestation should be done by an officer not below the rank of general manager of the bidders organization or any notary public.

The authenticity and genuineness shall be the responsibility of the bidder.

If in future, it is proved that such documents are found to be non-genuine, or fraudulent, then corporation shall resort to cancellation of the contract; with hold any payments including security deposit and also take legal action besides blacklisting the bidder.

**This is applicable to all facts, figures, relevant documents submitted by the bidder relevant to this tender.**

### **3.8. Documents Comprising the Bid**

**The bidder before submission of the E-Bid should verify content of the Technical and Financial bid carefully**

3.8.1 The Technical Bid (A) submitted by the Bidder shall comprise the following:

- a) The Bid
- b) Bid Security - EMD amount and Bids must be submitted **online only** on or before 3.00 P.M. on <<INSERT DATE >> Bids received online shall be opened on <<INSERT DATE >> @ 3.15 p.m. in the office of <<Insert Designated Officer >>) in the presence of bidders who wish to participate in the tender failing which the bid shall be summarily rejected
- c) Bid validity period is of 90 days ,after the deadline date for bid submission specified in Clause 3.8.1(b).
- d) All necessary and supporting documents in the scanned form as mentioned in the Eligibility Criteria (Section - II)

**All the documents must be scanned and submitted online by uploading through E-Tender in the website [www.tntenders.gov.in](http://www.tntenders.gov.in). No document should be submitted in physical form (hard copy) in the office of the << Insert Address of Tender Inviting Authority / Designated Officer for Tender>>**

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

The price of the goods, quoted shall be, ex-site in Inspection << **Insert Address of Designated Officer for Tender**>>

- 1.
2. The rates of taxes, duties & custom duties applicable on the day of opening **including Entry Tax and GST** shall be clearly included in the offer
3. Prices quoted shall be fixed.



4. Charges for transportation, insurance and other incidental expenses for delivery of the equipment shall be included in the cost.
5. The prices, cost stated in the tender shall be in Indian Currency only.

**The tenderer should quote the rates in BOQ format only which can be viewed and downloaded from the website (<https://tntenders.gov.in>) and to be submitted through E-Tender and should not be submitted other than through E-Tender.**

### **3.9. Bid Prices**

- 3.9.1 The Contract shall be for the supply of << Insert Quantity of Goods >> Nos. of <<Insert Description Of Goods>> with comprehensive maintenance for a period of <<Insert Duration of Contract >> based on the priced Bill of Quantities submitted by the Bidder.
- 3.9.2 All duties, **GST, Entry tax** and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices, and total Bid price submitted by the Bidder.
- 3.9.3 If the contractor offers discount / rebate in a particular item, his bid price will be after deducting the discount from the original quoted price. If the contractor offers discount / rebate in the total value of work, his bid price will be same as original quoted rate, after calculating the total amount the discount / rebate amount is to be deducted.

### **3.10. Bid Security (Earnest Money Deposit)**

3.10.1 The Bidder shall furnish, as part of the Bid, a Bid Security (Earnest Money Deposit) for an amount equal to Rs. <<insert amount>>/ or as specified in the Bid Data sheet. **Bids must be accompanied with EMD paid online towards bid security specified for the supply in the above.** Any bid not furnished with EMD or valid proof for claiming exemption will be rejected.

The Earnest Money will be refunded to the unsuccessful bidder, after intimation is sent to the unsuccessful Tenderer tender or at the expiration of Bid validity period. **Bids not accompanied by the Bid Security will be rejected.** The Bid security of the successful Bidder will be returned only after the bidder has executed the contract agreement and submitted a performance guarantee.

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

3.10.3 The Bid Security will be forfeited:

- (a) If a successful bidder withdraws his Bid during the period of Bid validity.
- (b) If a successful Bidder fails to:
  - i) Execute the agreement or
  - ii) Furnish the necessary performance security within the specified time limit of 14 days from the date of issue of letter of acceptance of his bid.
- (c) If the Bidder does not accept the correction of the Bid price, pursuant to Clause 3.16;

### 3.11 Signing the Bid

The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be signed by the person or persons signing the Bid and to be **scanned and submitted through E-Tender**

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

### C. Submission of Bids

3.12.1 Procedure for E- submission

3.12.1.1 The bidder should submit the bid documents by online mode through the Site (<https://tntenders.gov.in>)

3.12.1.2 Bidder should do the registration in the e – tender site using the option available. Then the Digital signature registration has to be done with the etoken, after logging into the site. The e-token may be obtained from one of the authorized Certifying authorities such as SIFY/TCS/nCode etc. The list of address of the DSC vendors can be seen in <https://tntenders.gov.in/nicgep/app?component=%24DirectLink0&page=DSCInfo&service=direct&session=T&sp=SDSCAddress.pdf>

3.12.1.3 Bidder should refer Bidders Manual Kit – 5- Online e-Bid Submission. Two-Cover bid submission as given in the link below  
[:https://tntenders.gov.in/nicgep/app?page=BiddersManualKit&service=page](https://tntenders.gov.in/nicgep/app?page=BiddersManualKit&service=page)

3.12.1.4 The Bidder has to submit the Bid document online well in advance before the prescribed time to avoid any delay or problem during the e-submission process.

3.12.1.5 The bidders should submit the EMD by online transfer only through NIC portal. The provision for submission of EMD by EPBG is also given in NIC Portal The Bidders should submit scanned copy of EPBG towards Bid Security as part of Technical Bid.

3.12.1.6 GCC will not be held responsible for any sort of delay or the technical difficulty faced in the submission of tenders online by the bidders.

3.12.1.7 The online Bidding super scribed as “Technical Bid “contains Scanned copy Of Bid Security, Pre-Qualification Documents and Bid document furnished by GCC to be submitted in the online bidding.

3.12.1.4 The online bidding super scribed as “Price Bid “contains only the Price Bid in XL sheet format .

3.12.1.4 The documents submitted by the bidders will be digitally signed with the e-token of the bidder and then submitted The tendering system will give

an ACKNOWLEDGEMENT Display along with Message to Registered mobile number only after successful uploading of all the required bid documents. The ACKNOWLEDGEMENT shall be printed and to kept as record of the submission of the bid.

### **3.13. Deadline for Submission of Bids**

- 3.13.1 Bids shall be upload with all related documents through e tendering online system to the tender inviting Employer well before the date and time as specified in NIT / Bid Data sheet/ respective corrigendum
- 3.13.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 3.6, 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.

**For Any Queries & Clarifications about this tender please mail to**  
<<Insert Designated Officer Mail ID >>.

### **3.14. Late Bids**

- 3.14.1 Deleted

## **D. Bid Opening, Evaluation and Award of Contract**

### **3.15. Bid Opening (E-Tender)**

- 3.15.1 The Employer shall open Technical Parts of all Bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online from their locations .
- 3.15.2 The Financial Parts of the bids shall remain unopened in the eprocurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids The Price Bid of technically qualified Bidders will be opened by the Tender Inviting Authority, in the presence of Bidders / authorized representatives who choose to attend. The date of opening of the Price Bid will be intimated to all the qualified Bidders after evaluation of the Technical part of the Bids by the Tender Inviting Authority
- 3.15.3 The Bidder's names, the Bid prices, the total amount of each Bid and such other details including discounts offered by the bidders as the Tender Inviting Authority may consider appropriate, will be announced by the Tender Inviting Authority at the opening of the financial part of the bid
- 3.15.4 The Tender Scrutiny Committee shall evaluate the responses to the tender and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by Bidders may lead to rejection of their Bids. The decision of the Tender Scrutiny Committee in the evaluation of Bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Scrutiny Committee may ask fo

meetings or presentation with the Bidders to seek clarifications or confirmations on their Bids. The Tender Scrutiny Committee reserves the right to reject any or all Bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this Tender.

3.15.5 From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing.

3.15.6 To assist in the examination, evaluation, and comparison of Bids, the Employer/Tender Scrutiny Committee may, at the Employer's discretion, ask any Bidder for clarification of the Bidders Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by E-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids . Any effort by the Bidder to influence the Tender Inviting Authority in its Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidder's Bid.

### **3.16. Correction of Errors**

3.16.1 Deleted .

3.16.2 The amount stated I n 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-Clause3.10.3(c)

### **3.17. Notification of Award and Signing of Agreement**

3.17.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the supply of the goods by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

3.17.2 The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with Clause 3.18 and signing the Agreement.

3.17.3 The bidder shall have to enter into an agreement with the employer within14 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.

3.17.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

### 3.18. Performance Security (Security Deposit)

#### Notification of Award and Signing of Agreement

The Bidder whose Bid has been accepted will be notified of the award by the Employer. This letter (Letter of Acceptance / Work Order) will state the sum that the Employer will pay the Contractor in consideration of the supply of the Truck mounted Mobile Toilets by the successful bidder as prescribed by the Contract amount. The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security and signing the Agreement.

Within 14 days after receipt of the Letter of Acceptance / work order, the successful Bidder shall deliver to the Employer a Performance Security. The Performance Security (Security Deposit) will **be 2% to 5 % of the** contract amount as specified in the table below and shall be valid for two years and the same will be refunded after successful completion of performance obligations including warranty obligations as mentioned in the Contract data.

As per the council resolution No.584/86 dt:21.05.86, the percentage of security deposit to be fixed for **various percentages of rebates** are as follows:

<b>PERCENTAGE REBATE</b>	<b>PERCENTAGE OF SECURITY DEPOSIT TO BE FIXED</b>
Up to 10 %	2 %
10% to 20 %	3 %
20 to 30 %	4 %
Above 30 %	5 %

The performance security deposit may be paid in the form of National Savings Certificate/ Small savings instrument (KV, SSC)/ irrevocable Bank Guarantee with proper validity/ deposits/ Accounts pledged in favour of Commissioner, Greater Chennai Corporation.

Apart from the security deposit, additional security deposit to be paid by the contractor along with the performance security (security deposit) as per council resolution No 576/2013 dt. 29.08.2013 for the various percentage or rebate are as follows, as per council resolution No.456/2002, dt:28.11.2002.

<b>Percentage of rebate</b>	<b>Amount of Additional Security Deposit payable in the form of Demand Draft</b>
5 to less than 15 %	2 %
15 % to 20 %	50% of difference between office value of work and tender amount
Above 20 %	Same as above

**The bidder shall have to enter into an agreement with the employer within 14 days from the date of receipt of letter of acceptance/ work order. The form of agreement will have to be stamped at the stamp office at the cost of the bidder.**

Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security (EMD)

3.18.1 However the security deposit of the contract period shall be refunded after successful completion of Performance and quality obligations as mentioned in contract data . The Performance Security (Security Deposit) should shall be also submit in form of EPBG in favour of Commissioner , Greater Chennai Corporation However it is open to the Commissioner to insist on higher deposit as per rules in force.

3.18.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause 3.18.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

### **3.19 Corrupt or Fraudulent Practices**

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

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

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

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

3.19.4 Whereas the technical specifications and other tender conditions have been specified to the extent of receiving a good product and service in the interest of corporation, if the bidder suppresses and/or furnishes faulty facts and resorts to any other action with malafide intention with the only intention of bagging the order at any cost or supplying the products which are not of the best quality or in violation of tender specifications, then the corporation or any of its official are in no way responsible for any subsequent loss/damage arising out of such mala fide action.

**The bidder alone is solely responsible for all such liabilities arising out of any fraudulent actions.**

**The projects funded under the world bank financing requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix 1(This Clause may be deleted for projects not covered under Project for Results financing, under World Bank financing instruments)**

### **3.20 Evaluation of bid**

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

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

3.20.2 **The bid shall be evaluated on the price quoted for supply of <<Insert Description Of Goods>> (A), <<Insert Description Of Goods>> (B), Comprehensive Maintenance cost(C) i.e {(A) + (B)+(C)}.**

### **3.21 Rejection of bid**

3.21.1. The E-tender will be rejected outright, if the tenderer

- a) EMD is not paid online/ Non – Compliance of EPBG
- b) Stipulates the validity period less than what is stated.
- c) Does not fill in and sign the Tender Specification of the articles and works as well as Bill of Quantities and Rates completely.
- d) Does not submit the Downloaded E-Tender document duly signed and stamped in the scanned form.
- e) Submit the tender without stating the rates.
- f) Does not submit the document as mentioned as per Eligibility Criteria, Section-II of the E-Tender document.

## E. Bid Data Sheet

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

Instructions to Bidders (ITB) Clause Reference	Bid Data																				
	<b>A. General</b>																				
(3.1.3)	Supply of << Insert Quantity of Goods >> nos. Of <<Insert Description Of Goods>> with comprehensive maintenance for a period of <<Insert Time duration >> as per tender condition.																				
(3.2)	The qualification data required from bidders in Clause 3.2 are modified as follows: None.																				
(3.2.3 b)	The qualification criteria in Clause 3 are modified as follows: <i>None</i> .																				
(3.2.3 c)	The Bidders should have a turnover of 6 Crore, average of last three Financial Years Necessary audited Balance sheets, proving above requirements are to be furnished with the bid.																				
(3.3.2c)	<p style="text-align: center;">Experience in the supply and installation of products/goods for the last 3 Financial years</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="width: 15%;">Year</th> <th style="width: 30%;">Details of Purchaser(s)</th> <th style="width: 30%;">Details of Supply</th> <th style="width: 25%;">Value of Work</th> </tr> </thead> <tbody> <tr> <td>2021 - 2022</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2022 - 2023</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2023-2024</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">Total for the last 3 Financial years</td> <td></td> </tr> </tbody> </table>	Year	Details of Purchaser(s)	Details of Supply	Value of Work	2021 - 2022				2022 - 2023				2023-2024						Total for the last 3 Financial years	
Year	Details of Purchaser(s)	Details of Supply	Value of Work																		
2021 - 2022																					
2022 - 2023																					
2023-2024																					
		Total for the last 3 Financial years																			
(3.10.1)	The amount of Bid Security shall be Rs. <<insert amount>>/ /-																				
	<b>C. Submission of Bids</b>																				
(3.12.2)	The address for the purpose of Financial instrument of bid security is "Superintending Engineer (Mech) Head Quarters, Greater Chennai Corporation, Ripon Buildings, Chennai 600 003".																				
(3.13)	The deadline for submission of E – tender bids shall be <<INSERT DATE >> @ 3.00 P.M.																				
	<b>The PRE-BID meeting for the tender will be held on &lt;&lt;INSERT DATE &gt;&gt; at 03.00 P.M in the &lt;&lt; Address of Tender Inviting Authority / Designated Officer for Tender&gt;&gt;.</b>																				
	<b>D. Bid Opening, Evaluation and Award of contract</b>																				
(3.15.1)	The opening of the Bid shall take place at the << Address of <b>Tender Inviting Authority / Designated Officer for Tender</b> >> <b>on &lt;&lt;INSERT DATE &gt;&gt; @ 3.15 P.M.</b>																				
(3.18)	The Standard Form of Performance Security acceptable to the Employer shall be as enclosed.																				



## SECTION IV - CONDITIONS OF CONTRACT-

### GENERAL CONDITIONS

#### **Scope of Procurement**

- 4.1.1 The quantity of procurement as provided in the tender documents is of indicative nature. The actual quantity will be as drawn by the Department through call ups and the same will be within the overall quantity of the Purchase order to be issued by this office and also in tune with such relevant clauses of Transparency in Tender act.
- 4.1.2 The Employer reserves the right to reallocate the quantities between the locations within the Purchase order quantity in case the order placed is for multiple locations.
- 4.1.3 The Employer also reserves the right to short close the order at any time during the currency of the contract / validity of the Purchase order before drawing the full quantity.

#### **4.2 Packing**

- 4.2.1 The <<Insert Description Of Goods>> should be delivered at specified offices in perfect condition and no damage or repair in transit shall be accepted. Necessary packing, if any, shall be provided by the supplier/tenderer on his own cost.
- 4.2.2 In case the supply is to be made in bulk, the successful tenderer will be required to ensure that the Bulk supply through which the material is supplied is well equipped to facilitate smooth unloading at our locations.
- 4.2.3 In case the supplies are to be made in packed form, the details required in Special Conditions need to be furnished on the containers.

#### **4.3 Price**

- 4.3.1 The rate / price offered by the tenderer should be open for acceptance for a minimum period as mentioned in Section VI - Contract data, from the date of opening of the E-tender. No upward or Downward revision in the price will be allowed during the above period and after communication of the acceptance of the tender during the validity period.
- 4.3.2 **The tenderers are requested to quote the Unit rate including all taxes in BOQ format only**, They should also specifically include Excise Duty, Education Cess, **Entry tax, GST**, and any other levies, if and where applicable. **The quote should include all taxes, levies, GST as specified by Government of Tamilnadu.**
- 4.3.3 If a particular tenderer is not registered under GST, the price quoted by him will be treated as net and inclusive of GST and any further claim made by him for reimbursement of the same on account of retrospective registration under the GST will not be entertained by the Corporation. Any such liability for payment of GST will be wholly and exclusively that of the tenderer quoting against our tender.
- 4.3.4 The price should be firm and irrevocable and not subject to any upward revision due to increase in cost of raw material, components and labour cost till the completion of the order. However, any increase / decrease in statutory levies on

finished materials during the scheduled delivery period will be on Employer's account on production of documentary evidence.

- 4.3.5 Rates quoted by the contractor in item rate tender in figures and works shall be accurately. However, if a discrepancy is found the rates which correspond with an amount worked out by the contractor shall be taken as correct..
- 4.3.6 The tenderers should indicate their price inclusive of packing, stencilling, handling cost, loading, Transporting and unloading at Employer's locations.
- 4.3.7. **The rate quoted should include Entry tax, if any. There will be no liability on the part of GREATER CHENNAI CORPORATION in any event of demand for Entry tax during or after supply. It is the sole responsibility of the tenderer to ensure that Entry tax, if needed shall be paid by them. The quote should include all taxes, levies, specified by Government of Tamil Nadu.**

#### **4.4 Quality of the Product**

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

#### **4.5 <<Insert Description Of Goods>> Requirements**

The Successful Tenderer has to take necessary care of insurance, registration and FC etc., of the <<insert Date or Any milestone Months >>/ before commissioning.

#### **4.6 Delivery**

- 4.6.1 The delivery period indicated in the tender, or in our order, or separately in the form of a letter, from time to time, is to be strictly adhered to. In case of delay in supplying, the Employer reserves the right to ask for compensation for such late deliveries at its sole discretion. Such compensation will be payable on demand or shall be recovered from the EMD or Security Deposit or from any other payment due to the tenderers from the Employer.
- 4.6.2 The Employer at its sole discretion also reserves the right to purchase the goods from other sources at the cost and risk of the tenderer in case of failure to effect supplies within the stipulated delivery period.

**4.6.3** No exemption under any circumstances shall be given for waiver of Security Deposit.

**4.6.4 Delivery period:** <<Insert Description Of Goods>> **shall be within 90 days from the receipt of purchase order.** Delivery of the <<Insert Description Of Goods>> prior to <<Insert Milestone >> shall be considered as delivery time. However, the <<Insert Description Of Goods>> shall be registered within 15 days of delivery. Delivery of the <<Insert Description Of Goods>> at GCC specified locations construes delivery as specified in the document.

**4.6.5 Delivery place:**  
<<Insert Place of Delivery of Goods>>

**4.7 Consignee and Security of Material**

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

**4.8 Warranty**

The goods supplied should be covered under warranty for a period of not less than 12 months and for a further period of 1 years (12 months) as extended warranty for both <<Insert Description Of Goods>>, from the date of handing over /supply of <<Insert Description Of Goods>> whichever is earlier for manufacturing process or assembly or material defect on a combination of any or all of the above

**4.9. Payment**

The following payments shall be released :-

- a) 100% of the <<Insert Description Of Goods>> cost on receiving <<Insert Description Of Goods>> and submission of Invoice in the name of Commissioner, Greater Chennai Corporation. Payment for <<Insert Description Of Goods>> shall be made as cheque in favour of Tenderer. The Tenderer shall make their own arrangement to take delivery of <<Insert Description Of Goods>> from the dealer and transport it to their work place at no extra cost to GCC and at no risk / liability what so ever.
- b) 90% payment of <<Insert Description Of Goods>> cost after complete supply of <<Insert Description Of Goods>> at GCC specified locations and <<Insert Description Of Goods>> in the name of Commissioner, Greater Chennai Corporation, within 30 days of Registration and after commissioning of <<Insert Description Of Goods>> and clearance from Third Party and Department Inspection report. The certificate in this regard shall be obtained from Officials concerned before claiming payment.
- c) Balance 10 % payment after 30 days after the receipt of <<Insert Description Of Goods>> after permanent registration and after getting satisfactory performance certificate from the Officials concerned.
- d) The Expenditure on permanent registration, Fitness Certificate, Road Tax and Insurance shall be reimbursed on submission of actual Challans.

All the performance parameters mentioned above shall be certified by competent authorities appointed by GCC.

#### **4.10 Penalty**

Time is the essence of this contract. Hence, subject to Force Majeure, if the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the department shall deduct from the contract price a sum equivalent to **0.1% per each week of the delayed goods and up to a maximum deduction of 5% of the delayed supply or services.** Once the maximum is reached the department may consider termination of contract.

4.10.1 Other than Force Majeure, under extra-ordinary circumstances the Corporation if deemed fit may provide for extension of supply period.

#### **4.11 Validity of Purchase Order**

**4.11.1** The validity of Purchase order which will be placed on the successful tenderer / tenderers shall be valid for 6 months / 1 year in case of annual Tender from the date of the Purchase order or till the time the total quantity is supplied, whichever is earlier, unless otherwise specified in Contract data.

**4.11.2.** Due to operational requirement in some of the procurements, the validity of Purchase order may be different than the above.

#### **4.12 Force Majeure**

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

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

#### **4.13. Termination**

**4.13.1 Termination on expiry of the Contract:** The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Employer has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.

**4.13.2 Termination on account of Force Majeure:** Either party shall have the right to terminate the Contract on account of Force Majeure, as set forth in clause 4.12

**4.13.3 Termination on account of insolvency:** In the event the Successful Bidder at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Employer shall, by a notice in writing have the right to terminate the Contract and all the Successful Bidder's rights and privileges hereunder, shall stand terminated forthwith.

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

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

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

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

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

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

#### **4.14 Disputes**

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

**4.15** The <<Insert Description Of Goods>> should be so designed to ensure absolute safety to operating personnel, and general public while in operation.

## **SECTION – V - CONDITIONS OF CONTRACT-**

### **SPECIAL CONDITIONS**

#### **5.1 Product Acceptance Tests**

The supplied <<Insert Description Of Goods>> shall be subjected to rigorous field tests during operation and the concerned field officers shall certify for the performance of the machinery.

#### **5.2 Warranty Terms and Conditions**

5.2.1 The Contractor shall be solely responsible for the maintenance; repair of the whole system supplied and integrated and the Employer shall not be liable to interact with any of the partners/ collaborators or subcontractors of the Contractor.

5.2.2 The Contractor shall have adequate Technical Service Support Centers to meet the criteria for fault restoration/faulty unit repair times. The requirements for warranty shall be as per Specifications. The Contractor shall furnish the names, locations, complete postal address, Telephone numbers and FAX numbers of all Technical support Centers at the time of signing the Contract.

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

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

#### **5.3 Emission norms**

<<Insert Description Of – Supply Requirements/ Goods Requirements >>

#### **5.4 Availability of spares**

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

#### **5.5 Inspection**

5.5.1 The department or its representative (Third party inspection) shall carry out inspection of the finished <<Insert Description Of Goods>> at production site or purchaser location. GCC will assign Third party inspection company if necessary.

Payments for the <<Insert Description Of Goods>> shall be made only on the clearance of the third party inspection report and acceptance by the GCC officials.

- 5.5.2 The inspections and test may be conducted on the premises of the supplier or manufacturer or its subcontractor(s) at point of delivery and / or at the Goods final destination. Where conducted on the premises of the Supplier or manufacturer or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the department. Any to & fro traveling and stay on duty for carrying out such inspection by the purchaser's representatives shall be to the supplier's account.
- 5.5.3 Shall any inspected or tested goods fails to conform to the specifications, the Department may reject them and the supplier shall either replace the rejected goods or make all alternations necessary to meet specifications, requirements free of cost to the department.
- 5.5.4 The department's right to inspect, test and where necessary, reject the Good's arrival at the departments destination shall in no way limited or waived by reason of the Goods having previously been inspected, tested and passed by the department or its representative prior to the Good's transportation from the manufacturer's Workshop or Godown.
- 5.5.5 Nothing in above in any way release the supplier from any warranty or other obligations under this contract.
- 5.5.6 All the inspection Expenditure including Third party inspection charges will have to be borne by the tenderer. Initially, Greater Chennai Corporation will pay the Third Party Inspection charges to the Inspection Agencies and subsequently the above charges will be deducted from the awarded Supplier at the time of payment.
- 5.5.7 **Insurance**

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

**SECTION VI - CONTRACT DATA**

The name of the Contract	:	<<Insert Description Of Goods>>
Identification number of the Contract	:	<<Insert Identification Of Goods>>
Contract Period	:	<<Insert Supply and Maintenance Time Duration >>
Performance Security	:	As per conditions mentioned in Sec:3.18 above
Contract Value	:	Total contract value of <<Insert Bid Cost >>
Warranty/ Maintenance Period	:	<<Insert Time duration >>



## **SECTION VII – BIDDING FORMS**

### **7.1. DECLARATION BY THE BIDDER/TENDERER**

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

Signature of the bidder

Place:

Date:

## 7.2. Letter of Bid

\_\_\_\_\_ (Location)  
\_\_\_\_\_ (Date)

From  
(Name & Address of the Bidder)

To

Dear Sir/Madam,

**Sub :** **Tender for the** Supply of << Insert Quantity of Goods >> nos. Of <<Insert Description Of Goods >>with comprehensive maintenance for a period of <<Insert Description Of Goods>>as per tender condition.

.

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

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

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

Our attached financial proposal is inclusive of all taxes, duties etc.

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

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

Yours sincerely,  
Authorised signatory:  
Name and title of Signatory:  
Name of Firm:  
Address:

### 7.3. Qualification Information

#### 7.3.1 PARTICULARS OF THE TENDERER

Name of the Tenderer	
Whether Sole Trader / Partnership / Private Limited Co. or Public Limited Co.	
Residential Address	
Address of the Registered Office	
Address of the Branch / Office Quoting against the Tender	
Address of the Factory	
Names and addresses of the Proprietors / Partners / Directors	
Year of Establishment	
Registration No. & Date	
Registered under (give details under which Act the Company is registered)	
Whether the item is completely manufactured in Tenderer's factory	Yes / No
Testing facilities available	
Whether there is any ISI Registration, if so, details thereof	
ISO Registration	

List of large companies / Public Sector Undertakings / Local Bodies / Companies to which the item(s) quoted for have been supplied earlier with details of value of order and year of execution	
Annual Turnover in the last 3 years	
State GST Registration No.	
Central GST Registration No.	
Names of the Bankers	

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

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

SEAL \_\_\_\_\_

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

Email ID \_\_\_\_\_

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

a. Information from Balance Sheet

Year	2021-22	2022-23	2023-24
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

b. Information from Income Statement

Year	2021-22	2022-23	2023-24
Total Revenue			
Profit before Tax			
Profit after tax			

Attached are copies of financial statements (balance sheets including schedules and income statements) for the last Three years, as indicated above, complying with the following conditions

All such documents reflect the financial situation of the bidder

Historical financial statements must be audited by a certified chartered accountant

Historical financial statements must be complete, including all schedules to the financial statements

Signature of Bidder

### 7.3.3 TOTAL ANNUAL TURNOVER

TOTAL ANNUAL TURNOVER FOR LAST THREE FINANCIAL YEARS	
Year	Indian Rupee
2021-22	
2022-23	
2023-24	
Total	

Signature of Bidder

## **SECTION VIII - SUPPLY REQUIREMENTS**

**Supply of << Insert Quantity of Goods >> nos. of <<Insert Description Of Goods>>) with comprehensive maintenance for a period of <<insert duration>> SCHEDULE (A) TECHNICAL SPECIFICATIONS**

### **( A ) TECHNICAL SPECIFICATION OF <<Insert Description Of Goods>>**

<b>Sr. No.</b>	<b>Description</b>	<b>Technical Particulars</b>	
		<b>GCC Requirement</b>	<b>Offered by Tenderer</b>
<<Insert Description Of Goods>>			
<b>1.</b>	<<Insert Description Of Goods>>		
<b>2.</b>	<<Insert Description Of Goods>>		

**B) Specification of <<Insert Description Of Goods>>**

<b>Sr. No.</b>	<b>Description</b>	<b>Technical Particulars</b>	
		<b>GCC Requirement</b>	<b>Offered by Tenderer</b>
<b>1.</b>	<b>General</b>		



# **SECTION IX- COMPREHENSIVE MAINTENANCE**

## **REQUIREMENTS**

### **COMPREHENSIVE MAINTENANCE OF** <<Insert Description Of Goods>>

The scope of comprehensive maintenance work includes routine maintenance of the machines and chassis as per manufacturer's guidelines. Therefore, it covers day to day maintenance of <<Insert Description Of Goods>> with prescribed level of maintenance service, adjustments, settings, etc., The preventive maintenance shall be carried out in a required sequence for which, trained personnel shall be appointed who are fully conversant with <<Insert Description Of Goods along with Supply & maintenance Requirements >> .

- 9.1.1 The comprehensive Maintenance components of this contract are of very critical nature which has to be carried out virtually every day. The Tenderer is therefore sensitized to the need for proper planning, deployment and sustaining perfect Comprehensive Maintenance throughout the entire period of the contract. Therefore the tenderer is requested to attach importance to the following points so as to ensure deliverance of the highest quality of works which will ensure <<Insert Supply Requirements >>

**Towards this, the tenderers are requested to submit a Comprehensive Maintenance Schedule for both the <<Insert Supply Requirements>>. The tenderer shall on being awarded the contract ensure deployment of suitably trained Mechanics, make available all necessary Hand Tools, Special Tools, Servicing and Lubricating equipment etc**

- 9.1.2 **All spares/accessories shall be supplied by the successful tenderer. Fuel (Diesel) shall be issued by Corporation. All lubricants including Hydraulic oil shall be provided by tenderer. All the spare parts supplied shall be original.**

- 9.1.3 **The work includes replacement of normal routine items like oil and parts like pipes, nuts, bolts, washers and all electrical and hydraulic spares, etc and any other spare parts and items which are required to be changed under normal wear and tear.** The replacement of such parts will be carried out by the successful tenderer under the proper supervision and as per the recommendations of the manufacturers The spare parts and items which are required to be changed on account of established accidental damages and which cannot become part of routine maintenance will be supplied by Greater Chennai Corporation or the cost of such spare parts / items will be reimbursed by Corporation of Chennai on actual. Such spares should be sourced only from the manufacturers or their Authorised Dealers; however, the labour charges shall be borne by the successful tenderer. The tenderer shall keep adequate essential

parts / spares in their stock to render satisfactory services without any interruption.

9.1.4 Preventive Maintenance Schedule a) Daily b) Weekly c) Monthly d) Bi-Yearly e) Yearly shall be furnished during tender which shall be strictly complied during <<Insert Duration of Contract >>.

9.1.5. The routine preventive maintenance i.e., the replacement of consumables, like Filter replacement / filtration of oil etc., will have to be carried out by the tenderer. The rates quoted shall include the cost for the said servicing and maintenance.

9.1.6 All the old removed spare parts shall not to be returned by the contractor. The amount of rebate for the same shall be considered while quoting for charges for comprehensive maintenance cost.

9.1.7 In case of major servicing, <<Insert Description Of Goods>> will be taken by the Tenderer to workshop of the tenderer. However, all the toll taxes required to be paid by the successful tenderer.

9.1.8. The successful tenderer may execute the work as specified herein directly or through their authorized dealer only. However, the successful tenderer is solely responsible for carrying out of above works as specified herein and binding of the contract is between the successful tenderer and Greater Chennai corporation only.

9.1.8(a)**The <<Insert Description Of Goods>> will have to be supplied by the successful tenderer and the <<Insert Description Of Goods>> as per the recommendations of the manufacturers.**

9.1.9It will be necessary for the successful tenderer to submit periodical reports in hard copy of the maintenance works carried out for the <<Insert Description Of Goods>>.

9.1.10 Necessary records showing maintenance of the <<Insert Description Of Goods shall be duly maintained. They shall be subjected to inspection as and when called for.

9.1.11 **In case of repair of the same, the contractor has to make alternative arrangements at their cost to be carryout as per tender conditions. The other equipment's <<Insert Description Of Goods>> shall be provided by the contractor.**

9.1.12 Any damages to the Corporation and other properties while carrying out the work shall be rectified by the successful tenderer free of cost.

9.1.13 Greater Chennai Corporation will not be responsible for any human accident or hazard if occurred to the person of the contractor while carrying out the work.

9.1.14 The successful tenderer shall bring their own tools and accessories for carrying out the maintenance work including special Tools like Lap top for diagnosis for trouble shooting & Fixtures.

- 9.1.15. The successful tenderer will have to inspect and check all the <<Insert Supply Requirements>>once in a month irrespective of whether any problem arises or not. The Programme for the same will be submitted to the department in advance. In addition to the above in case of any problems the tenderer will have to attend the work within 24 hours.
- 9.1.16. It is the utmost responsibility of the tenderer to ensure adherence to Safety Norms in all aspects of the works especially while the <<Insert Supply Requirements>> are on road and while carrying repairs/maintenance activities.
- 9.1.17. Any damage, repair, liability, loss of reputation, both to men and material shall be entirely responsibility of the tenderer.
- 9.1.17(a) Complete discipline should be maintained like refraining from alcohol consumption while on duty.
- (b) The contractor should not engage persons below 18 years of age and above 50 years and they should be covered with necessary insurance as required by the Labour Act and necessary Identity Cards with photographs should be issued to the staff.
- (c) The Contractor shall make sure that all the employees in the operation are eligible for insurance. They shall also comply with the employee benefits and leave as entitled by law.
- (d) The Technical and other staff to be deployed by the Contractor should not have any criminal cases against them. The Contractor should make adequate enquiries about the character and antecedents of the persons whom they are posting.
- (e) The Contractor has to provide Photo Identity Cards to the persons employed by him for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
- (f) The Contractor shall provide a substitute for Driver & Technical Staff, well in advance if there is any probability of the person leaving the job due to his own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- (g) Required (mentioned above) mechanics to be posted for attending all the repair work and breakdown repairs should be carried out daily with necessary breaks in between and satisfying the necessary Labour Act. Break down reports should be attended in all three shifts on all days including Holidays.
- (h) The Contractor shall make sure that all the employees in the operation are eligible for insurance. They shall also comply with the employee benefits and leave as entitled by law.

### **9.1.19 Payment for the Maintenance**

a) **Payment shall be made for the no. of** <<Insert Description Of Goods>> **marched out.** The payment shall be claimed every month after getting the bill duly certified by <<Insert Designated Officer>> (M) of <<Insert Address Designated Officer>>

b) Only one maintenance payment for march-out rate shall be paid for maintenance for a whole day.

**9.1.20 Penalty for Non-Maintenance**

a) The successful tenderer shall see that their representative attends any recorded faults regarding the <<Insert Supply Requirements>> within 24 hours, if he fails to do so a penalty of Rs. <<Insert Amount >> /- per day per complaint not attended will be charged to the contractor even if the <<Insert Description Of Goods>> is not operation

b) The <<Insert Description Of Goods>> shall not be under repair for more than 48 hours. If after 48 hours the <<Insert Description Of Goods>> is under repair, then the tenderer has to pay penalty @ Rs. <<Insert Amount >> /day for first 2 days & Rs. <<Insert Amount >> /day thereafter.

c) Water washing and Lubrication shall be carried out compulsorily every week. Necessary records in prescribed formats shall be submitted every month along with the bills Water washing and lubrication shall be carried out by the tenderer as per schedule. In the event of non-availability of equipment's for the same, the tenderer has to outsource the same.

**9.1.21 Submission of bills.**

Bills for every month shall be submitted not later than 45 days of the corresponding month failing which the penalty for late submission of bills amounting to Rs.5,000/- shall be imposed. Bills shall be submitted with records for all the parameters for payment.

**9.1.22 INCOME TAX:**

As per the Income Tax Act and Rules, Income Tax, Surcharge, Educational Cess etc. and any other appropriate levy to Govt. as may be notified from time to time will be deducted from each bill towards Income tax and source.

**ABSTRACT**

<<Insert Supply Requirements>> **MAINTENANCE PENALTY DETAILS**

Condition	Penalty
<b>Maintenance Conditions</b>	<b>Penalty</b>
a)	

<b>Submission of bills Condition</b>	<b>Penalty</b>
a) Bills for every month shall be submitted not later than 45 days of the corresponding month	a) Rs.5,000/-

## **SECTION X SECURITY FORMS**

### **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/Nationalised Banks in India having a net worth of more than Rupees Five billion)

Ref.No.....

Date.....

The Commissioner

GREATER CHENNAI CORPORATION

Ripon Building, Periyar EVR Salai

Chennai – 600 003

Dear Sir,

Reg : Bank Guarantee

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

Name of Work: .....

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

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

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

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

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

Dated this ..... day of ..... at .....

WITNESS	
---------	--

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

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

**FORM OF BID SECURITY (BANK GUARANTEE)**

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

DATE..... SIGNATURE OF THE BANK.....

SEAL OF THE BANK.....

SIGNATURE OF THE WITNESS.....

Name and address of the witness.....



**EARNEST MONEY DEPOSIT REFUND FORM**

From \_\_\_\_\_ To \_\_\_\_\_  
Sir,

Sub : Tender No.

\_\_\_\_\_

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

\_\_\_\_\_

Tenderer

Signature of the

Recommendation of the Head of the Department

Signature and Designation

# SECTION – XI – FORM OF AGREEMENT

## Form of Agreement

valued  
before  
before

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

**CORPORATION**

**GREATER CHENNAI**  
**M.E.DEPARTMENT**

Contract for the supply

By M/s.....

### **AGREEMENT**

AGREEMENT MADE THE.....day of.....  
Two thousand and.....between.....  
..... Messrs.....  
.....  
.....

( herein after referred to as the contractor ) of the one part and the Greater Chennai Corporation ( here in after called the purchaser ) of the other party

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

- 1.Chalan No. & date of  
Tender deposit amount. Rs.....
- 2.Additional security amount. Rs.....

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

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

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

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

The terms `corporation` shall mean the " Commissioner " or the council of the Greater Chennai Corporation or both acting under the powers vested in them by the madras City Municipal Act -IV -of 1919 or any act amending the same.

The term "Commissioner" shall mean the commissioner of the GREATER CHENNAI CORPORATION. for the time being.

1. The Contractor shall sell and the purchaser shall purchase the quantities of materials specified here in.
2. The <<Insert Designated Officer >>shall be the sole judge upon all matters relating to the meaning and the consequence of the specification and conditions of this contract.
3. The supplied materials shall be the very best quality and shall comply with the conditions and stipulations specified here in. All materials taken from the contractor shall be inspected by an officer of the <<Insert Designated Department >> not below the rank of an <<Insert Designated Officer >>and the decision of the <<Insert Designated Officer >>as to qualify shall be final and binding the both parties.
4. Time shall be considered as the essence of this contract on the part of the contractor and in case the contractor shall fail to complete the delivery of any part of the materials to be supplied under this contract within the time which the period of completion may have been extended under the powers herein given or if in the opinion of the <<Insert Designated Officer >>, the contractor shall not be making delivery at such a rate as will ensure complete delivery within the time given, it shall be lawful for the Commissioner of the GREATER CHENNAI CORPORATION without prejudice to his remedy to obtain the materials from any other person or persons and any additional expenses so incurred shall be payable by the contractor.
5. If at any time during the continuance of this agreement of contractor shall in the opinion of the. <<Insert Designated Officer >>have been delayed in doing any supply ordered by reasons of any lock-outs, Strikes, riots, mutinies, wars, fire, storms, tempest or other unexpected exceptional causes the time may be extended by the <<Insert Designated Officer >>as he may consider reasonable.
6. All expenses damages, and other moneys payable to the corporation by the contractor under any stipulations in this contact may be retained out of any moneys then due to

which may subsequently become due from the corporation to the contractor under this or any other contract and in case such moneys then due or to become due to the contractor by the corporation shall be insufficient to pay such said expenses, damages and moneys, it shall be lawful for the Commissioner of the corporation to sell and dispose of any or all of the securities deposited by the contractor and out of proceeds of such sale to reimburse and pay to the purchaser all the said expenses, damages, and moneys and in case such proceeds of sale of the said securities shall be insufficient, then it shall also be lawful for the purchaser to recover the residue of the such said expenses, damages, and moneys, if necessary, by legal proceedings against the contractor.

7. The contractor shall submit bills in duplicate duly stamped and pre-receipted to the <<Insert Designated Officer >> for payments for the supply of machines and when <<Insert Designated Officer >> shall recommend for payment of the bills to the Account Section.
8. The contractor shall be paid for the materials at the rates given herein on submission of certificates of the <<Insert Designated Officer >> that the materials have been supplied to his entire satisfaction.
9. The contract shall not be assignable by the contractor.
10. In case the contractor shall fail or neglect or refuse to observe perform, fulfill and keep all or any one or more of the covenants, stipulations and provisions herein contained it shall be lawful for the Commissioner of the GREATER CHENNAI CORPORATION, with out prejudice and in addition to all and every others of remedies herein before contained on behalf of the owner on any such failure, neglect as refusal as afore said by writing under his hand to put an end to this agreement and on the expiry of seven days from the date of service of the writing this agreement shall cease and be void except in respect if any prior action or omission.
11. All certificates, or notices of orders for time or for extra varied or altered works which are to be the subject and extra or varied charges whether do described in the contract or not shall be in writing and unless in writing shall not be valid or binding or be of any effect of any effect what so ever.
12. **PENALTY CLAUSE** : As mentioned in the tender document as per clause: section IV(4.10)
13. Applicable only for companies exempted from payment of Security Deposits.
14. In case the contractor shall fail or neglect or refuse to observe, perform fulfill or keep all of any one of the conditions stipulated in the tender agreement the contractor shall pay the security deposit amount for the actual loss incurred by the purchaser whichever is less. Further exemption /concessions available to them hither to will be withdrawn.
15. Replacement of defective materials should be done.
16. Court Jurisdiction only in Chennai.
17. All the Conditions in the tender form, TT Act, and any other correspondence from GREATER CHENNAI CORPORATION shall be part of this agreement.
18. All indents of orders shall by designed by one or other of the following Officers of the Corporation viz., the Commissioner, the Officer-in-charge
18. All the said materials supplied by the Contractor under this contract

**Quality of articles to be supplied** shall be of the best quality.

19. **Rejection and Appeal.**

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

20. **Removal and Replacement of Articles.**

**Such of the items found to be defective and need to be replaced shall be removed from the Corporation premises within 3 days failing which suitable Demurrage charges will be levied.**

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

And the Commissioner, GREATER CHENNAI CORPORATION acting for and on behalf of the GREATER CHENNAI CORPORATION and under the direction of the GREATER CHENNAI CORPORATION, have set their hands the day and the year first above written.

Signature of the Contractor  
Over his status seal.

Attestation by Notary Public in Case of Out station Contractor.

<<Insert Designated Officer >>

GREATER CHENNAI CORPORATION.

The Common seal of the Corporation of the ( )  
COMMISSIONER City of Chennai was here under duly affixed ( ) GREATER  
CHENNAI CORPORATION

In the presence of ( )

In Witness where of I here unto affix my  
Signature

# GREATER CHENNAI CORPORATION

-----NAME OF DEPARTMENT-----



<<Insert Description Of Goods>>

<<Insert Duration>> **years as per tender condition.**

## FINANCIAL BID

*Address of the Tender Inviting Authority:*

<<Insert Designated Officer >>

<<Insert Address of Designated Officer >>

(THIS TENDER DOCUMENT IS NOT TRANSFERABLE)

## SECTION XII – BILL OF QUANTITIES

### Bill of Quantities

#### COVER 'B'

#### ANNEXURE 'C'

### SCHEDULE OF QUANTITY AND RATES

**MAKE:**

**MODEL:**

S.No	PARTICULARS	Qty  (A)	Basic Rate per Rs. (B)	GST (C)	Total Amount (incl.GST)
1.	<b>Cost of</b> <<Insert Description Of Goods>> inclusive of GST and all Taxes, including Temporary Registration, Transit Insurance and transportation charges.	<< <u>Insert Quantity of Goods</u> >> <b>Nos.</b>			A x (B+C)
2	<b>Cost of</b> <<Insert Description Of Goods>> as per the specifications attached, inclusive of GST and all Taxes, Transit Insurance and transportation.	<< <u>Insert Quantity of Goods</u> >> <b>Nos</b>			
3	<b>Comprehensive maintenance cost 1<sup>st</sup> Year</b>				A x (B+C)x 365
	<b>Comprehensive maintenance cost 2<sup>nd</sup> Year</b>				A x (B+C)x 365
	<b>Comprehensive maintenance cost 3<sup>rd</sup> Year</b>				A x (B+C)x 365
	<b>Comprehensive maintenance cost 4<sup>th</sup> Year</b>				A x (B+C)x 365
	<b>Comprehensive maintenance cost 5<sup>th</sup> Year</b>				A x (B+C)x 365
	<b>Comprehensive maintenance cost 6<sup>th</sup> Year</b>				A x (B+C)x 365
	<b>Comprehensive maintenance cost 7<sup>th</sup> Year</b>				A x (B+C)x 365
<b>Total (in words)</b>					

### CONDITIONS.

**Tender should specify the Make & Model without fail.**

- 1) The tenderer should supply the <<Insert Description Of Goods>> in compliance with the specification mentioned in the Schedule "A"
- 2) **The bidders are requested to quote the rate in the BOQ format only through E-Tender and should not fill in the above table.** Other formats will not be accepted and liable for rejection.
- 3) **The quote should include all taxes, levies, Entry Tax, GST etc. Including those specified by Government of Tamilnadu.**
- 4) The successful tenderer should supply the <<Insert Description Of Goods>> after registration in the name of Commissioner, Greater Chennai. Corporation
- 5) The successful tenderer should supply <<Insert Quantity Of Goods>> numbers of <<Insert Description Of Goods>> with comprehensive maintenance for a period of <<Insert Duration of time >> years and deliver the same with permanent registration, Fitness Certificate, Road Tax and Insurance.
- 6) The Expenditure on permanent registration, Fitness Certificate, Road Tax and Insurance shall be refunded on submission of actual Challan.
- 7) **Under no circumstances shall any conditional Tender be accepted.**
- 8) Tenderer should quote rate for one make and one model of the <<Insert Description Of Goods>> **only. The rates should be quoted in both words and figures. In case of difference between these two, the lower of the two shall be taken into consideration.**

The rates mentioned above should include GST, Entry Tax, Local Taxes, Customs Duties, Excise Duties, any mandatory levies etc. Terms such as "Local Taxes extra" should not be mentioned.

The rate quoted should include Entry tax, if any. There will be no liability on the part of Corporation of Chennai in any event of demand for Entry tax after supply of machine. It is the complete responsibility of the tenderer to ensure that Entry tax, if needed shall be paid by them.

Tenderer's Signature & Stamp / Seal

Address



## Appendix – 1

### Fraud and Corruption

*(Applicable for World Bank funded projects)*

#### 1. Purpose

The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

#### 2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

#### 1.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters

relevant to the investigation or from pursuing the investigation; or

**(b) Acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.**

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;**
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;**
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;**

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

- e. **Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.**

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<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.