

# Madurai Corporation

**Tender Document** 

# **Madurai Corporation**

#### Section - I

## **Notice Inviting Tenders**

Tender No. : E.7/ 005142/22

Name of the Work : Purchase of 150No's. Heavy Duty Tricycle for Madurai Corporation.

**Tender put value** : Rs. 44,85,000/-

E.M.D. : Rs.45,000/-

Period of Completion : 90 Days

Last Date & Time for submission: 31.05.2022, 3.00PM

Date & Time of Opening : 31.05.2022, 3.30PM

No of Covers : Two Cover System

For and behalf of Madurai Corporation Sealed tenders are invited for: Purchase of 150Nos. Heavy Duty Tricycle for Madurai Corporation. as noted in 'A' Schedule of this notice for the use in supply head works as per detailed specification enclosed herewith and it will received by Commissioner, Madurai corporation. For and on behalf of Corporation council sealed tenders are invited in the form prescribed for the work mentioned above and will be received by the Commissioner, Madurai Corporation upto 31.05.2022, 3.00 P.M as per office clock time and open the same day at 3.30 P.M Bidding document is available <a href="http://www.tenders.tn.gov.in">http://www.tenders.tn.gov.in</a> and website till 31.05.2022, 3.00 P.M

- 1. Tenders will be opened by the Corporation Engineer or by an officer authorized by the Commissioner in the absence of Corporation Engineer for this purpose at 3.30 P.M. on the said date in the presence of such of the meanderers or their authorized representatives as may attend.
- 2. Bids must be submitted to the "The Commissioner, Aringar Anna Maligai, Tallakulam, Madurai-625002 Corporation of Madurai" in person on or before 15.00 hours on 31.05.2022 bids will be opened on 31.05.2022 15.30 hours, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue. (Original copy of EMD should be submitted to the Office before the prescribe date and time)
- 3. The Tenderer should be authorized Manufacturer/ Dealer/ certified Body Builder
- 4. The E.M.D. should be in the form of Demand Draft from any Nationalized bank or scheduled banks payable at Madurai in favour of Commissioner, Madurai Corporation or by cash remitted at treasury counter, Madurai Should be enclosed with bid document. But the original EMD is received after the prescribed date and time will be rejected the EMD exemption under any ground is not allowed. The EMD. The EMD will not bear any interest. Tenders not accompanied by Earnest Money Deposit will be

- rejected. The Earnest Money Deposit will be returned to the unsuccessful tenderers with in 15 days from the date of disposal of tender. In the case of successful tenderers, the EMD will be retained and converted as security deposit.
- 5. The Corporation will not accept letter authorizing the Department to adjust amounts towards **EMD/SD** out of the dues payable by the department to the tenderer.
- 6. If the tender is made by an individual, it shall be signed by him or his power of attorney in which case a certified copy of the registered power of attorney shall accompany the tender.
- 7. If the tender is made by proprietary concern, it shall be signed by the proprietor with his usual signature and furnish his full name with the full name of firm and its current address or his power of attorney in which case a certified copy of the registered power of attorney shall accompany the tender.
- 8. Attention is drawn to the Security Deposit to the extent of 2% of the total value of contract or such other security demanded which will have to be made with Commissioner, Madurai Municipal Corporation, Madurai by the successful tenderer and to his having to execute the contract attached within the time stated in the Letter of Tender. In respect of the successful tenderer, the EMD remitted along with the tender shall be converted as Security Deposit. The EMD remitted in any other approved forms by the successful tendereer converted to security deposit and he will be called upon to pay difference between 2% contract value and EMD remitted by the notified that and before signing the contract agreement.
- 9. The duration of the scripts shall be valid for the complete period of completion. The Security Deposit remitted by the successful tenderer shall not bear any interest. The form of agreement of the accepted tenderer will have to be executed with special adhesive stamps to a value of Rs.100/-, the cost of which must be borne by the tenderer.
- 10. The tender deposit of **Rs.45,000/-of** each unsuccessful tenderer will be returned to him as soon as possible after the final disposal of the tenders, The tender deposit of **Rs.45,000/-**of the successful tenderer will be returned to his after he has deposited the required Security Deposit and agreement executed.
- 11. It should be clearly understood that the prices quoted in the tender are to include everything required to be done by the conditions of the contract and specification or by any drawings therein referred to, and also all such work as is necessary to the roper completion of the contract, although special mention thereof may have been omitted in the specification and schedule or drawings.
- 12. The Commissioner, Madurai Municipal Corporation, Madurai does not bind itself to accept the lowest or any tender and will not assign any reason for its action in their respect.
- 13. The Commissioner, Madurai Municipal Corporation, Madurai reserves the right to subdivide the contract between two or more tenderers.
- 14. The successful tenderer will not be exempted from the payment of any municipal rates, tolls or taxes in consequence of his being contractor for the Commissioner, Madurai Municipal Corporation, Madurai.
- 15. The tenders shall be open for acceptance for a period of ninety days from the last date fixed for the receipt of tenders.

- 16. The tenderers should be able to commence the supply of the Vehicles within **90 days** from the date of communication or acceptance of this tender and complete the supply as mentioned in the schedule from the date of communication or acceptance of this tender and execute agreements for the supply of Vehicles.
- 17. Any further information required may be obtained from the Office of the Commissioner, Madurai Municipal Corporation, Madurai 625 002. e-mail Address: <a href="mailto:mducorpee@gmail.com">mducorpee@gmail.com</a> Contact No.:0452-2532412
- 18. The rates should be quoted both in figure and in words. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.
- 19. All disputes under this contract are subject to Madurai jurisdiction only.
- 20. The payment will be made within 30 days after acceptance of Vehicles at Vehicle Division under Madurai Municipal Corporation, Madurai.
- 21. Note: 1. The rates quoted shall include the delivery of the Vehicle to the Commissioner, Madurai Municipal Corporation, Madurai.
- 22. Reputed Manufacturers or their authorized dealers or certified bodybuilders only to participate in the tender.
- 23. Proof should be furnished in number of years of standing in the business.
- 24. Conditional tenders will not be considered.
- 25. The Commissioner, Madurai Municipal Corporation, Madurai will fix the third party inspection agency at Madurai Municipal Corporation Cost to inspect the Vehicles to be supplied by the company to ensure as per the specification of the Vehicle.
- 26. Supply and delivery of Vehicles to: The Commissioner, Madurai Municipal Corporation, Aringar Anna Maligai, Tallakualm, Madurai 625 002.
- 27. Delivery period : Within 90days from the date of issue of purchase order
- 28. Payment : Within 30 days after acceptance of Vehicles at Vehicle Division.
- 29. Validity of Tender : 60 Days
- 30. EMD : Rs.45,000/- The offer without EMD will not be considered.
- 31. The prices should be firm till completion of supply.
- 32. The quoted rates should be only on unit basis.
- 33. The tax component should be furnished separately.
- 34. Delivery time is the essence of the contract.
- 35. The Madurai Municipal Corporation reserves the right to accept or reject the tenders wholly or partly depending on its requirement on the date of order without assigning reasons. Madurai Municipal Corporation also reserves the right to increase or decrease the quantity.
- 36. Within the validity period of tender enquiry no change in price by the tenderer shall be permitted after the opening of tenders. If any tender as his own change the price quoted by him in his tender after opening of tender, the concerned tender would become liable for refection.

- 37. Tender Issuing authority may reject or prefer any tender without assigning any reasons and may or may not accept the lowest or any tender, The MMC further reserves the right to accept the tender in par or parts only.
- 38. Inspection of Vehicles will be done by the third party inspection agency fixed by the MMC.
- 39. It may clearly be noted that the Tender should accompany in this specified tender book with all necessary details and signed in Letter in Tender and Schedule.
- 40. The tenders will be evaluated as per the Tamil Nadu Transparency in Tender Act 1998 and Tamil Nadu Transparency in Tender Rules 2000.

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

- 41. The Employer requires that Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer defines, for the purposes of this provision, the terms set forth below as follows.
  - (I) **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.
  - (II) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition or furnishing of false and fabricated documents

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 will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract. Further, Criminal proceedings will also be initiated against the Bidder/ Contractor.

#### **QUALIFICATION CRITERIA FOR THE BIDDERS:-**

- 1. Bidders should be a registered manufacturer (or) certified bodybuilder, should be enclosed.
- 2. Bidders should have previous experience in supply of Tricycles atleast 100 no's in a single order to any Municipality/Corporation/Sewerage Boards /private Sectors in India. In proof thereof, copies of the Performance Certificate issued by the purchasers (should be signed not less than the grade of an Executive Engineer) concerned should be enclosed. The performance of the same should be dated within one year from the date of tender submission.
- 3. Average turnover in any three of the last five financial years shall be 50% of the tender value. In proof thereof, notarized copy of the audited balance sheets or IT return certificate and associated document duly certified by their Charted Accountant should be submitted along with the bid.
- 4. Certificate of registration or GST certificate should be enclosed.
- 5. The Bidders should not been Black listed by any Government Agency in the past Years for any reasons whatsoever. A self declaration in form of an understanding to this effect should be given in Rs. 50/- valued India Non-judicial stamp paper duly notarized and should be enclosed along with their bid.
- 6. The tenderer should have a full-fledged service centre in Tamilnadu and should have been functioning more than 1 year before the date of submission of the tender. In proof thereof, the in registration certificate of the service centre should be submitted. No Joint ventures with local service centers are allowed.
- 7. All copy of certificates in support of the above should be **attested by notary public/officers** not below the rank of Executive Engineer.

## TECHNICAL SPECIFICATION FOR TRICYCLE.

1.	TYPE	:	Tricycle with sturdy bar frame, with the rider in the front, big	
			hubs with sealed bearings. Two (2) standard brakes and brake with lever reaching next to the seat to lock the vehicle in position. Axle load bearing capacity of maximum 400 Kgs, with partition and colour coding i.e., Green (for Wet Waste) and Blue (for Dry Waste).	
2.	CONSTRUCTION	:	Construction of body:	
			Garbage box mounted on the rear wheel with box rectangular size of 4' X 3' X 2' feet with Rear Butterfly door. Structure will be formed by 35 X 35 X 4 mm "L" Angle Inner side of the frame all sides covered with 18-gauge folded G.I sheet (Heavy) and bottom side Covered with 16-gauge G/I Sheet with Centre partition 18 Gauge G.I Sheet with Three Stiffener,  LENGTH : 1220 mm (48inch)  WIDTH : 915 mm (36inch)  HEIGHT : 610 mm (24inch)  BODY STRUCTURE: Bottom-1.6mm, Sides-1.25 mm  Back & Door - 1.25mm thick GI Sheet Preferably made with 1 piece sheet (to avoid rusting/ Corrosiveness) with 2 compartments made by a partition dividing in the ratio of 50:50 (Wet: Dry).  170 mm driving sprocket of anticorrosive material, sealed ball bearing, standard heavy-duty chain made of non – Corrosive material with chainguard.Anti-corrosive paddle with wear resistant rubber cover.	
3.	CHASSIS	:	<ol> <li>M.S. Angular Section of 35 x 35 x 6mm.</li> <li>Flat Sections 35 x 5 mm</li> <li>Axle Rod of 28mm dia. polish rod</li> <li>Centre Hub Standard</li> </ol>	
5.	BRAKES	:	2 Standard brakes with reputed make like Hercules, Atlas or equal to that	
6.	FRONT WHEEL	:	One front wheel Rim of size 700mm x 38mm or 28" x 1.5" mounted with sealed ball bearing and provided with heavy duty 28 ply or appropriate tyres and tubes.	
7	REAR WHEEL		Pipe Rims shall be painted and all wheels provided with mud guards. Minimum 12 to 14 spokes of 12gauge. 2 rear wheels of motor cycle type of size 300 x 18 Heavy duty Branded Tyre mounted in Bullet rim with sealed ball bearing	
8.	PAINTING	:	One Coat of Epoxy Primer with Two coats of first quality Plastic Emulsion paint to ensure long lasting structure suitable for use for handling raw garbage under corrosive operations, conditions. Color shade i.e. Blue (for Dry Waste) and Green (for Wet Waste). In the approved Pattern.	

9.	LOGOS	:	Madurai corporation name &logo on both side faces of the garbage box of tricycles one side in English and another side in Tamil. The Logo and writing in capital letters and of good visibility. Embossing the following on each tricycle i.e.  a) Sl.No. / Ward No. / Zone Name: "Dry Waste" & "Wet Waste" Helpline Numbers on both sides.
10	MATERIAL	:	All Mild Steel material used for fabrication of tricycle and accessories should be confirming to IS:2062:99(updated)
11.	WARRANT Y PERIOD	:	All parts of tricycles, except rubber parts shall have warranty for a period of 12 months from the date of taking over by MCC against manufacture defect.

## Make of the parts/ accessories of the Tricycle:

<ol> <li>From 3. Hand</li> <li>Gean 4. Gean 5. Chair</li> <li>Rear 7. Peda 8. Tyre (From 9. Tyre 10. Tube 12. Much 14. Fork 15. Fork 16. Balra 17. Cotte 18. Spok 19. Seat 20. Brear 21. Brear 22. Brear 23. Bell</li> </ol>	ar Set	(AS LOCALLY AVAILABLE)  Make Iso Standard Materials with IS:2062:99  MakeHercules, Atlas (or) Equivalent as approved by MCC  Make Hercules, Atlas (or) Equivalent as approved by MCC
<ol> <li>From 3. Hand</li> <li>Gean 4. Gean 5. Chair</li> <li>Rear 7. Peda 8. Tyre (From 9. Tyre 10. Tube 12. Much 14. Fork 15. Fork 16. Balra 17. Cotte 18. Spok 19. Seat 20. Brear 21. Brear 22. Brear 23. Bell</li> </ol>	ont Rim ndle ar Set	Make –Hercules, Atlas (or) Equivalent as approved by MCC
<ol> <li>Hand</li> <li>Gean</li> <li>Gean</li> <li>Chai</li> <li>Rean</li> <li>Peda</li> <li>Tyre (Fro</li> <li>Tyre</li> <li>Mud</li> <li>Fork</li> <li>Fork</li> <li>Balra</li> <li>Cotte</li> <li>Spok</li> <li>Seat</li> <li>Brea</li> <li>Brea</li> <li>Bell</li> </ol>	ndle ar Set	
4. Gear 5. Chai 6. Rear 7. Peda 8. Tyre (Fro 9. Tyre 10. Tube 12. Mud 14. Fork 15. Fork 16. Balr 17. Cotte 18. Spok 19. Seat 20. Brea 21. Brea 22. Brea 23. Bell	ar Set	Make Hercules, Atlas (or) Equivalent as approved by MCC
5. Chair 6. Rear 7. Peda 8. Tyre (Fro 9. Tyre 10. Tube 12. Mud 14. Fork 15. Fork 16. Balr 17. Cotte 18. Spok 19. Seat 20. Brea 21. Brea 22. Brea		
6. Rear 7. Peda 8. Tyre (Fro 9. Tyre 10. Tubo 12. Mud 14. Fork 15. Fork 16. Balr 17. Cotto 18. Spok 19. Seat 20. Brea 21. Brea 22. Brea	The state of the s	Make – Hercules, Atlas (or) Equivalent as approved by MCC
7. Peda 8. Tyre (Fro 9. Tyre 10. Tube 12. Mud 14. Fork 15. Fork 16. Balr 17. Cotte 18. Spok 19. Seat 20. Brea 21. Brea 22. Brea	ain	Make – Frontier /Hercules, Atlas (or) Equivalent as approved by MCC
8. Tyre (Fro 9. Tyre 10. Tube 12. Mud 14. Fork 15. Fork 16. Balr 17. Cotte 18. Spok 19. Seat 20. Brea 21. Brea 22. Brea	ar Pipe Rim	Make Iso Standard Materials with IS:2062:99
9. Tyre 10. Tube 12. Mud 14. Fork 15. Fork 16. Balr 17. Cotte 18. Spok 19. Seat 20. Brea 21. Brea 22. Brea 23. Bell	lal	Make – KENT / NCI / Captel
9. Tyre 10. Tube 11. Mud 14. Fork 15. Fork 16. Balr 17. Cotte 18. Spok 19. Seat 20. Brea 21. Brea 22. Brea 23. Bell	re 28 x 1.5 size 28 Ply ont)	Make – Yodha / Sikander Branded Cycle Rickshaw tyres
12. Mud 14. Fork 15. Fork 16. Balr 17. Cott 18. Spok 19. Seat 20. Brea 21. Brea 22. Brea 23. Bell	re(Rear)	Make – (Tvs, Ceat, MRF) (or) Equivalent as approved by MCC
<ol> <li>Fork</li> <li>Fork</li> <li>Fork</li> <li>Balr</li> <li>Cotte</li> <li>Spok</li> <li>Seat</li> <li>Brea</li> <li>Brea</li> <li>Brea</li> <li>Bell</li> </ol>	bes	Make – Atlas / Hercules (or) Equivalent as approved by MCC
<ol> <li>Fork</li> <li>Balra</li> <li>Cotto</li> <li>Spok</li> <li>Spok</li> <li>Seat</li> <li>Brea</li> <li>Brea</li> <li>Brea</li> <li>Brea</li> <li>Brea</li> <li>Bell</li> </ol>	dguard front	Make – Reputed make
16. Balra 17. Cotta 18. Spok 19. Seat 20. Brea 21. Brea 22. Brea 23. Bell	·k	Make – Hercules, Atlas (or) Equivalent as approved by MCC
17. Cotto 18. Spok 19. Seat 20. Brea 21. Brea 22. Brea 23. Bell	k Set	Make – NCI / Himmat (or) Equivalent as approved by MCC
<ol> <li>Spok</li> <li>Seat</li> <li>Brea</li> <li>Brea</li> <li>Brea</li> <li>Brea</li> <li>Brea</li> <li>Brea</li> <li>Brea</li> </ol>	racer	Make – NCI / Himmat (or) Equivalent as approved by MCC
<ol> <li>Seat</li> <li>Brea</li> <li>Brea</li> <li>Brea</li> <li>Brea</li> <li>Brea</li> <li>Brea</li> <li>Brea</li> <li>Brea</li> </ol>	ter Pin	Make – Rinkson (or) Equivalent as approved by MCC
<ul><li>20. Brea</li><li>21. Brea</li><li>22. Brea</li><li>23. Bell</li></ul>	okes	Make – Standards (or) Equivalent as approved by MCC
<ul><li>21. Brea</li><li>22. Brea</li><li>23. Bell</li></ul>	t Long	Make – Atlas / Hercules (or) Equivalent as approved by MCC
<ul><li>22. Brea</li><li>23. Bell</li></ul>	ak Kaman	Make – Ashoka / atlas/ Hercules (or) Equivalent as approved by MCC
23. Bell	ak Shoe	Make – Standards (or) Equivalent as approved by MCC
	akClip	Make – Standards (or) Equivalent as approved by MCC
24 1.00	1	Make – Zem / Okay / Life (or) Equivalent as approved by MCC
24. Loc	ck	Make – Hero / Toss (or) Equivalent as approved by MCC
25. Othe	er Parts :	Make (or) Equivalent as approved by MCC
26. War		One year (or) Equivalent as approved by MCC

#### **Submission of Bids**

#### **Sealing and Marking of Bids**

The intending bidder should submit tender in two cover system. The cover containing EMD and other clearance certificate, qualification and information etc., shall be super scribed as "Technical Bid". Another cover containing the duly filled in tender schedule shall be super scribed as "Price Bid". Both these covers shall be put in a single big envelope and shall be submitted.

The Cover super scribed as "Technical Bid" will be opened first. The Price Bid cover will be opened only if the document required in the Technical Bid cover viz., EMD and other clearance certificate, work experience EMD etc., are found in order as per the tender conditions. If Technical Bid is not submitted with these particulars, the Price Bid cover will not be opened and the tender will be rejected and returned to the bidder "un opened"

#### The **inner and outer** envelopes shall

(a) Be addressed to the Employer at the following address:

The Commissioner, Madurai City Municipal Corporation Aringar AnnaMaligai Tallakulam Madurai-625002

Bear the following identification:

Name of work: Purchase of 150Nos. Heavy Duty Tricycle for Madurai Corporation.

Bid Reference No. E.7/005142/22

DO NOT OPEN BEFORE 15.30 hours on

If the outer envelope is not sealed and marked as above, the **Tender Inviting Authority** will assume no responsibility for the misplacement or premature opening of the bid. **Deadline for Submission of the Bids** 

Bids must be received by the **Tender Inviting Authority** at the address specified above not later than.**15.00** hours **on 31.05.2022**. In the event of the specified date for the submission of bids is declared a holiday, the Bids will be received up to the appointed time on the next working day.

19.2 The Commissioner may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9, 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.

#### **Late Bids**

**20.1** Any Bid received by the **Tender Inviting Authority** after the deadline will be returned unopened to the bidder.

#### Municipal Administration and Water Supply department

## **Madurai Corporation**

#### **Section – IV**

#### FORM OF AGREEMENT

Articles of Agreement made this .....

Hundred and ninety nine
between Thiruhereinafter
referred to as the contractor which expression shall where the context so admits include his helrs
executors, administrators and legal representatives of the one part and the Corporation (hereinafter
called the Department) which expression shall where the context so admite include its successors
in office and assigns) of the other part. Whereas the contractor delivered to the Department the
tender which was opened on one thousand nine hundred and ninety where by
the contractor offered and undertook to carry out the works specified under this contract and
accessory work in name of work.
In the state of Tamilnadu in India, and provide the works, Vehicles matters and things described or mentioned in these presents at the prices set forth in the schedule annexed to such tender and the contractor also undertook to do all extra and varied works which might to ordered as part of the contractor on the terms provided for in the conditions and specifications hereto annexed and Department accepted such tender in pursuance where of the parties here have entered into this contract.
And whereas the contractor in accordance with the terms of the said tender has deposited in

(Rupees.....)

And whereas the contractor fully understands that on receipt of communication of acceptance of tender from the accepting authority, there emerges a valid contract between the contractor and Department represented by the officer accepting the agreement and the tender documents i.e., tender notice, letter of tender, bill of quantities and other schedule, general conditions to the contractor and special conditions of the tender, negotiation letter communications of acceptance of tenders, shall constitute the contract for this purpose and be the foundation of rights of both the parties, as defined clause of tender notice. Now hereby agreed that no of consideration payment of the said ofRs..... sum (Rupees.....) or such other sum as may be arrived at under the clause of the General conditions of the contract relating to payment of final measurement at unit prices, the contractor shall and well within the time specified in his letter of tender thoroughly and efficiently and in a good workman like manner perform, provide, execute and do all the works, Vehicles matters of things incidental to or necessary for the entire completion of the works specified under this contract and necessary works including all works shown in the drawings hereinafter referred to or described or set forth the said specifications and schedule hereto annexed and in accordance with such further drawings and instructions as the Engineer of the Department or other Engineer duly authorised in that behalf thereinafter and in t he annexed documents referred to as the Engineer) shall at any time in accordance with the said schedule (Bill of quantities) and specifications provide and give together, with any alternations in the works or additions thereto, in the time and manner in such schedule (Bill of quantities) and specifications stipulated to the entire satisfaction of the Engineer, and their successors covenant and agree with

the contractor that during the progress of the works and on the completion of contract to the satisfaction of the Engineer, the Department shall and will from time to time on receiving the certificate in writing of the Engineer, the Department shall and will from time to time on receiving the certificates in writing of the Engineer pay to the contractor according to such certificates and the terms of this contract subject nevertheless to deductions or additions thereto or there from which may be lawfully made under terms of t his contract. It is hereby mutually agreed and decreed as follows.

- a) All certificates or notices or orders for items or for extra varied or altered works which are t o be the subject of an extra or varied charge shall be in writing shall not be valid or binding or be of any effect whatsoever.
- b) The terms contract shall include these presents and the notice inviting tender, letter or tender, bill of quantities and other schedules general conditions and specifications hereto annexed and plans drawings herein and hereafter referred to.
  - c) The arbitrator for fulfilling the duties set forth in the arbitration clause of the general conditions of the contract shall be.
- i) If the contractor claims that the decisions or the instructions of the Engineer/Department are unjustified and that accordingly, he is entitled to extra payments on account thereof he shall forthwith notify this to the Engineer/Department to record his decisions and reasons there for in writing and shall within two weeks state his claims in writing to the Engineer/Department thereafter. The Engineer/Department shall thereafter within four weeks of t he receipt of t he claim, reply to the points raised in the claim. Unless resolved by negotiation or discussions immediate thereafter within further four weeks the question of liability for such payment will be treated as a dispute.
- ii) Engineer/Department during the progress of the work, the mode or manner of the exercise of discretion shall not be a matter for arbitration.
- iii) The decision of t he Engineer/Department shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of specifications, design, drawings and instructions, and as t o the quality of workmanship or Vehicle used on t he work or any matter arising out of or relating to the specifications, designs and drawings and instructions concerning the works or the erection of or failure to execute the same arising during the course of works. The above shall not be the subject matter of arbitration and in case shall the work be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instruction of the Engineer/Department.
- iv) In case any question, difference or dispute shall arise on matters other than sub clauses (ii) and (iii) and above and except any of the "exclude matters" mentioned in clause 24 touching the construction of any clause herein contained on the rights, duties and liabilities of the parties hereto or any other way touching or arising out of these presents the same shall.
- a) In cases where the total value of claims, under the contract is less than and upto Rs . 50,000/- be referred to the interpretation decision and award of a Superintending Engineer of the Department at the sold Arbitrator whose decision shall all be final and binding on the parties to the contract.

- b) In case where the value of claims is more than Rs. 50,000/-the parties will seek remedy through the competent civil court having local jurisdiction.
- c) The provisions of the India Arbitration and Reconciliation Act 1998 and the rules there under the statutory modification thereof shall be deemed to apply t o such reference and deemed to be incorporated in t he contract. The arbitrator shall state the reasons for the award.
- d) Provided always t he contractor shall not except with the consent in writing of the Engineer in any way, delay carrying out works with all the diligence and shall until the decision of the Engineer/Department and no award of the Arbitration/Competent Civil court shall relieve the contractor of hi obligations to adhere strictly to the instructions of the Engineer/Department with regard t o the actual carrying out of the works.
- e) Time shall be considered as essence of the contract and the contractor hereby agrees to commence the work within 30 days from the date of acceptance of his tender by the Department complete the work within. Three/Six/Nine months and to show pr ogress at the stipulated rate subject nevertheless to the provisions for extension of time contained in clause 57 of he general conditions of contract.

In the presence of
Signature of Contractor
Name and seal.

Signature, Name and Designation of work.

Signed, by on behalf of Municipal corporation/Municipality / ULB Signed, Name and Designation of witness.

Commissioner Madurai Corporation /

## **SECTION V**

## LETTER FOR NEGOTIATION

In pursuance of negotiation with the Superintending Engineer of					
I/We agree t	to reduce the rates for the items in the Schedul	ed s follows.			
Sl.No.	Item No. in the Schedule	Reduced rate per unit			

Signature of contractor.

## **SECTION-VI**

## FORM FOR EXTENSION OF TIME

1.	Name	of work as in A	Agreement	:			
2.	Estimate No. and amount			:			
3.	Estimate value put to tender			:			
4.	Agree	ment No. and a	amount	:			
5.	Date o	f handling ove	er of site	:			
6.	Date fi	ixed for compl	etion	:			
7.	Extens	sion of time alr	ready granted	:			
					Re	easons	
Extens	sion	Executive Engineer's Reference No. and Date	Period	Due to contractor mer	Due to Depart- nt	Due to natural calameties	
I. II	Extens Extens						
(Copie	es of ord	lers shall be en	iclosed)				
8.	Period	for which now	v extension as a	applied for by	contractor.		
						Reasons	
Extens	sion	Executive Engineer's Reference No. and Date	Period	Due to contractor mer	Due to Depart- nt	Due to natural calameties	
1.							
2.							
3.							

9.	Extens	sion time now recommended	:	
10.	a)	Remarks for the justification for Recommendation of extension of Time (If not recommended as Requested by the contractor, Reasons for rejection or Shortening the duration)	:	
10.	b)	Whether any penalty has been Imposed already	:	
11		er any penalty has been proposed		
		e delay cause due to the hindrance contractor	:	
12.	Whether any penalty imposed is to be Refunded		:	
13.	Remarks regarding the progress shown be Contractor after imposing penalty		:	
14.		s of extra work and amount involed onal item, etc.,)	:	
	(a)	Total value of extra work	:	
	(b)	Proportionate period of extension of Time based on estimated amount put Tender on account of extra work	to :	
15.	Total 6	extension of time required for 9 and 1	4:	
Date:				Superintending Engineer
				Madurai Corporation

## LETTER OF CONSENT

"I AGREE TO ABIDE BY ALL THE STANDART CONTRACT TERMS AND CONDITIONS NOTIFIED BY THE CE WHICH I HAVE AND UNDERSTOOD".

"I CERTIFY AND CONFIRM THAT NONE OF MY FAMILY MEMBERS

(FAMILY AS DEFINED IN THE CORPORATION ACT) ARE HOLDING ANY OFFICE
IN THE CORPORATION.

**CONTRACTOR** 

# 'A'-Schedule

# "A" - Schedule Form

## Name Of the Work:- Purchase of 150No's. Heavy Duty Tricycle for Madurai Corporation.

Esti	Estimate No.:- E7/ 005142/22					
Sl. No	QTY	Description of Work	Unit Price	Rate in words & figures		
		Technical Specification of 200Nos. Heavy Duty Tricycle for Madurai Corporation				
1	150nos.	Towards the cost for Fabrication and supply of Heavy -Duty Tricycle with Front rickshaw heavy duty 10-gauge wheel, with branded heavy duty double Bar Frame with Heavy duty Handle Bar branded tyre and tube size -28"x1.5"(The wheels must be fitted with heavy duty spokes), and the wheel covered with heavy duty mudguard and bumper safety rods.2) Rear two wheels with 300x18 Heavy duty branded tyre and tube to be used.12 ply Standard Tyre with Tube, ISI make heavy duty Rim for front wheel, 300x18" bullet rim Wheel with tyre of reputed make. Main Chassis: Main Chassis Frame formed with M.S.Angular Section of 35x35x6 mm. and Flat Section in 35x5mm, Main Axle Rod of 28mm polish rod dia. Centre Hub Standard Garbage box mounted on the wheel with box rectangular size of 4'x3x2' feet with Rear Butterfly door. Structure will be formed by 35x35x4mm "L" Angle Inner side of the frame all sides covered with 18-gauge folded G.I sheet (Heavy) and bottom side Covered with 16-gauges G/I Sheet with Centre partition 18 Gauge G.I Sheet with Three Stiffener, Painting: colour coding i.e., Green (for Waste) and Blue (for Dry Waste) and Blue (for Dry Waste). one coat of Epoxy primer and painting with two coats of anticorrosive paint as per the specified colour and printing the letter as per the direction of the departmental officers. as per Technical specification mentioned in the tender.  GST HSN CODE -8712 (6%+6%=12%)				
		Grand Total				

Λ	ddress	•
$\boldsymbol{\Gamma}$	uuicss	•

Challan No: Contractor's Signature