

Government of Tamil Nadu



Thoothukudi Corporation

Tender Document

Thoothukudi Corporation

Section – I

Notice Inviting Tenders

Tender No. : 15/22-23/EE(ES)

Name of the Work : Supply and delivery of Organic Shredding Machine for Solid Waste Management activities at West & North Zones MCC in Thoothukudi Corporation

Tender put value : Rs.3100000.00/-

E.M.D. : Rs.31000.00/-

Period of Completion : 1 months

Last Date of submission : 29.07.2022,3.00PM

Date of bid opening :29.07.2022,3.30PM

No of Covers :Two CoverSystem

For and behalf of Thoothukudi Corporation Sealed tenders are invited for Supply and delivery of Organic Shredding Machine for Solid Waste Management activities at West & North Zones MCC in Thoothukudi 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 the Commissioner, Thoothukudi 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, Thoothukudi Corporation upto **29.07.2022, 3.00 P.M** as per office clock time and open the same day at **3.30 P.M** Bidding document is available

<http://www.tenders.tn.gov.in> , <http://www.tntenders.gov.in> and website till **29.07.2022 ,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. Bidding document is available in <http://www.tenders.tn.gov.in> <http://www.tntenders.gov.in> and the bidders can submit the tender to the Commissioner, Thoothukudi Corporation, 113 Tamilsalai (Palai Road), Thoothukudi.
3. **The Bidder should be authorized Solid waste Handling Equipment Manufacturer.**
4. The E.M.D. should be in the form of Demand Draft from any Nationalized bank or scheduled banks payable at Thoothukudi in favour of Commissioner, Thoothukudi Corporation or by cash remitted at treasury counter, Thoothukudi Should be enclosed with bid document. But the original **EMD** is received after the prescribed date and time will be rejected. The **EMD** will not bear any interest. Tenders not accompanied by **Earnest Money Deposit** will be rejected **the EMD exemption under any ground is not allowed.**

The Earnest Money Deposit will be Return to the unsuccessful Bidders with in 15 days from the date of disposal of tender. In the case of successful Bidders, 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 Bidder.
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, Thoothukudi Municipal Corporation, Thoothukudi by the successful Bidder and to his having to execute the contract attached within the time stated in the Letter of Tender. **In respect of the successful Bidder, the EMD remitted along with the tender shall be converted as Security Deposit. The EMD remitted in any other approved forms by the successful tenderer 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 Bidder shall not bear any interest. The form of agreement of the accepted Bidder will have to be executed with special adhesive stamps to a value of Rs.20/-, the cost of which must be borne by the Bidder.
10. The tender deposit of Rs.31000/-of each unsuccessful Bidder will be returned to him as soon as possible after the final disposal of the tenders, The tender deposit of Rs.31000/-of the successful Bidder 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, Thoothukudi Municipal Corporation, Thoothukudi 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, Thoothukudi Municipal Corporation, Thoothukudi reserves the right to subdivide the contract between two or more Bidders.
14. The successful Bidder will not be exempted from the payment of any municipal rates, tolls or taxes in consequence of his being contractor for the Commissioner, Thoothukudi Municipal Corporation, Thoothukudi.

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 Bidders should be able to commence the supply of the Machine **immediately** 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 Machine.
17. Any further information required may be obtained from the Office of the Commissioner, Thoothukudi Municipal Corporation, Thoothukudi – 628 002. In all working days.
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 Thoothukudi jurisdiction only.
20. The payment will be made within 15 days after acceptance of Machine at Stores under Thoothukudi Municipal Corporation, Thoothukudi.
21. Note: 1. The rates quoted shall include the delivery of the Machine to the Commissioner, Thoothukudi Municipal Corporation, Thoothukudi.
22. Reputed Manufacturers only to participate in the tender.
23. Proof should be furnished in number of years of standing in the business.
24. In case of GST, it should be specifically mentioned, whether inclusive of tax or not. If the rate is quoted as net, nil, no tax, the price quoted will be taken as basic price for evaluation purpose.
25. Conditional tenders will not be considered.
26. Supply and delivery of Shredded machine to: The Commissioner, Thoothukudi Municipal Corporation, 113 Tamil Salai (Palai Road), Thoothukudi– 628 002.
27. Delivery period : Within 30 days from the date of issue of purchase order
28. Payment : Within 30 days after acceptance of Machine at stores.
29. Validity of Tender : 90 Days
30. EMD : **Rs.31000/-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. In case the taxes are extra, the tax component should be furnished separately.
34. Delivery time is the essence of the contract.
35. After completion of the work, the Machine should be handed over back to Thoothukudi Corporation.
36. The Thoothukudi 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. Thoothukudi Municipal Corporation also reserves the right to increase or decrease the quantity.

37. The Machine should be delivered to the Commissioner, Thoothukudi Municipal Corporation, Thoothukudi– 628 002.
38. Within the validity period of tender enquiry no change in price by the Bidder shall be permitted after the opening of tenders. If any tenderer changes the price quoted by him in his tender after opening of tender, the concerned tender would become liable for rejection.
39. 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 part or parts only.
40. Inspection of Shredded machine will be done by the third party inspection agency fixed by the MMC.
41. It may clearly be noted that the Tender should accompany in this specified tender book with all necessary details and signed in Letter Tender and Schedule.
42. As per clause 14.7A of the Tamilnadu Transparency in Tenders, Rules 2000, the criteria for evaluation and comparison of tenders shall also provide for a price preference of fifteen percent for domestic small scale industrial units and ten percent for the public undertaking of the Government in respect of products and quantities manufactured by them.
43. 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

44. 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
45. defines, for the purposes of this provision, the terms set forth below as follows
46. "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
47. "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
48. 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:
49. 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

Qualification of Bidders

- A. The Bidder should be a reputed Manufacturer located in India with a capacity of manufacturing at least 1 no's/ per annum of –Supply and Delivery of organic Shredding machine for solid waste Management. In proof thereof, the incorporation certificate (or) firm registration of the company or manufacturing capacity certificate from govt. dept of Industries and Commerce has to be submitted.
- B. No Joint ventures are allowed.
- C. The Bidder should have recorded an annual turnover of Rs.31 lakhs on average in any three of the last (5) five financial years. In proof thereof, a certificate from a chartered accountant should be provided.
- D. Factory registration, GST certificate, Income Tax Clearance TIN, registration certificates to be enclosed. Also, the PAN card of the company should be submitted.
- E. The Bidder should have the previous experience of supplying 1 no's Supply and Delivery of organic Shredding machine for solid waste Management to any Government / Quasi Government Agency (or) Private Company (or) Institutions/ Organizations in any of the preceding "Five" years. In proof thereof, copies of the Work order and 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. Dealers should submit the documents of its manufacturer as proof.
- F. The Bidder should have a full-fledged service centre in Tamilnadu and should have been functioning more than 6 months before the date of submission of the tender. In proof thereof, the registration certificate of the service centre should be submitted. No Joint ventures with local service centres are allowed.
- G. The Bidder should have not been blacklisted by any Urban Local Bodies or Sewerage Boards in India in the past or present for any reasons whatsoever. A self-declaration to this effect in the form of an affidavit in Rs. 20 stamp paper duly notarized should be enclosed with the bid.
- H. Manufacturer should be an ISO Certified company
- I. All duplicate copies are to be duly notarized.

Technical Specification
Specification for shredding machine

General

- The Organic Shredding Machine for segregation of Garbage with following Standard Components and accessories as per standard and as directed by the dept. officer for Micro Compost Center activities.

2.0 Equipment Description

- High grade Cutters with double stage cleaner..
- Cutter thickness - 11 mm , Cutter dia. 200, Cutting area - 500 mm.
- Built with heavy duty Tapered Roller roller bearing.
- Standar Chain Coupling drive.
- Helical gear box - 10 to 45 RPM.
- Foot Cum Flange Mount Motor - (10+10 HP) 20 HP 3 Phase Motor (1440RPM).
- Auto Reverse System.
- Automatic Control Panel with VFD system
- Over Load Alarm indication
- Easy feeding & discharge system and Fabricated with high safety aspects.
- Total Machine Height - 2000mm and width - 1200mm.

Technical Specification

Manufacturing -

Using MS Plates - 20mm, 10mm , 3mm with Channel size-120mmx65mmx50mm & 75x45mm and L-angle of size -60x40mm and Shaft size-60mm dia.

Necessary Civil foundations and other related mounting structures as per the site condition needed without any omissions confirming to solid waste management rules in force

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, other relevant certificate and work experience 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,
Thoothukudi city Municipal Corporation,
113 Tamil Salai (Palai Road) ,
Thoothukudi -628002.

bear the following identification:

Name of work “Supply and delivery of Organic Shredding machine for solid waste management activities of Thoothukudi Corporation – 2nos.”

Bid Reference No. **15/22-23/EE(ES)**

DO NOT OPEN BEFORE 15.30 hours **on 29.07.2022**

- a. 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

- b. Bids must be received by the **Tender Inviting Authority** at the address specified above not later than **15.00 hours on 29.07.2022**. 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.
- c. 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

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

Municipal Administration and Water Supply department

Thoothukudi Corporation

Section – IV

FORM OF AGREEMENT

Articles of Agreement made this
Hundred and ninety nine
between Thiru hereinafter
referred to as the contractor which expression shall where the context so admits include
his heirs, executors, administrators and legal representatives of the one part and the
Corporation (hereinafter called the Department) which expression shall where the context
so admit 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, Machine 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 be ordered as part of the contract on the terms provided for in the
conditions and specifications hereto annexed and Department accepted such tender in
pursuance whereof the parties here have entered into this contract.

And whereas the contractor in accordance with the terms of the said tender has
deposited in the office of the Engineer, the due and
faithful performance by the contractor of this contract, the sum of Rs.
(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 consideration of payment of the said
sum of Rs. (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 authorized in that behalf thereinafter and in the
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 this 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 to 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 the receipt of the 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 the 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 to the quality of workmanship or Vehicle used on the 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 up to Rs . 50,000/- be referred to the interpretation decision and award of a

Executive 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 to such reference and deemed to be incorporated in the contract. The arbitrator shall state the reasons for the award.
- d) Provided always the 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 his obligations to adhere strictly to the instructions of the Engineer/Department with regard to 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 7 days from the date of Work Order of his tender by the Department complete the work within One months the provisions for extension of time contained in clause 57 of the general conditions of contract.

In witness where of the contractOn behalf of the Department have caused there common seal to be affixed the day and year first above written. Signed, sealed and delivered by the said.

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
Thoothukudi Corporation

**SCHEDULE –AFFIDAVIT
FORMAT OF UNDERTAKING**

(To be prepared in an Rs.20/- valued India Non-Judicial Stamp Paper)

UNDERTAKING

I,.....S/o.....aged.....
Years.....(Capacity, Company Name & Address) do
hereby solemnly affirm and sincerely state as follows:

I, the undersigned solemnly affirm that our (Company Name to be inserted) has not been
Black Listed by any Government Departments during the past years for any reasons
whatsoever.

Place:

Date:

Signature of the deponent

The above named deponent has understood the contents well and solemnly and sincerely
declared and affirmed by the deponent in my presence at and signed
before me on this Day 2022

(Seal)

(Signature of the Notary public)

SECTION V

LETTER FOR NEGOTIATION

In pursuance of negotiation with the Executive Engineer of
..... Corporation on.....

I/We agree to reduce the rates for the items in the Scheduled s follows.

Sl.No.	Item No. in the Schedule	Reduced rate per unit
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Signature of contractor.

SECTION-VI

FORM FOR EXTENSION OF TIME

1. Name of work as in Agreement :
2. Estimate No. and amount :
3. Estimate value put to tender :
4. Agreement No. and amount :
5. Date of handing over of site :
6. Date fixed for completion :
7. Extension of time already granted:

				Reasons	
Extension natural	Executive	Period	Due to	Due to	Due to
	Engineer's Reference No. and Date		contractor	Department	calamities

-
- I. Extension
 - II. Extension
-

(Copies of orders shall be enclosed)

8. Period for which now extension as applied for by contractor.

				Reasons	
Extension natural	Executive	Period	Due to	Due to	Due to
	Engineer's Reference No. and Date		contractor	Department	calamities

-
- 1.

2.

3.

9. Extension 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.. Whether any penalty has been proposed
For the delay cause due to the hindrance
Of the contractor :

12. Whether any penalty imposed is to be
Refunded :

13. Remarks regarding the progress shown by
Contractor after imposing penalty :

14. Details of extra work and amount invoiced
(additional item, etc.,) :

(a) Total value of extra work :

(b) Proportionate period of extension of
Time based on estimated amount put to
Tender on account of extra work :

15. Total extension of time required for 9 and 14:

Date:

Executive Engineer
Thoothukudi 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 work: "Supply and Delivery of Organic Shredding machine for Solid Waste Management Activities at West & North Zones MCC in Thoothukudi corporation – 2nos."

Estimate No.:- 15/22-23/EE(ES)

Sl. No.	QTY	Description of Work	unit	Rate in words & figures
1	2 no	<p>Design, Fabrication, Supply, Installation and commissioning of Organic Shredding Machine for segregation of Garbage with following Standard Components and accessories as per standard and as directed by the dept. officer for Micro Compost Center activities.</p> <ol style="list-style-type: none">1. High gradeCutters with double stage cleaner.2. Cutter thickness - 11 mm , Cutter dia. 200, Cutting area - 500 mm3. Built withheavy duty Tapered Roller roller bearing,4. Standar Chain Coupling drive.5. Helical gear box - 10 to 45 RPM6. Foot Cum Flange Mount Motor - (10+10 HP) 20 HP 3 Phase Motor (1440RPM)7. Auto Reverse System8. Automatic Control Panel with VFD system9. Over Load Alarm indication10. Easy feeding & discharge system and Fabricated with high safety aspects.11. Total Machine Height - 2000mm and width - 1200mm12. Using MS Plates - 20mm, 10mm , 3mm with Channel	1 no	

		size-120mmx65mmx50mm & 75x45mm and L-angle of size -60x40mm and Shaft size-60mm dia. 13. Necessary Civil foundations and other related mounting structures as per the site condition needed without any omissions confirming to solid waste management rules in force.		
Total				

Address :
Challan No :

Contractor's Signature