



**OULGARET MUNICIPALITY
PUDUCHERRY-5**

TENDER DOCUMENT

Tender Notice No	: 31-23/OM/Engg/2017-18
Tender Inviting Authority	: The Commissioner, Oulgaret Municipality, Jawahar Nagar, Puducherry -05.
Name of Work	: Providing and fixing Sludge Tanker of 8000 liter Capacity over the supplied chasis – 4 Nos.
Estimate Amount	: Rs.47,44,440/-
Earnest Money Deposit	: Rs.47,444 /-
Period of Contract	: 90 days
Date & Time of Uploading of Tender }	: From 28-01-2019 at 11.00 A.M. Upto 11-02-2019 at 3:30 P.M.
Date & Time of opening of Tender }	: 11-02-2019 at 4.00 P.M.

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SECTION – I
INVITATION TO TENDER

1.	Tender Notice No.	:	31-23/OM/Engg/2017-18
2.	Name of the work	:	Providing and fixing Sludge Tanker of 8000 liter Capacity over the supplied chasis-4 Nos.
3.	Estimate Amount	:	Rs.47,44,440/-
4.	Amount of E.M.D	:	Rs.47,444 /-
5.	Date & Time of Uploading of Tender	:	From 28.01.2019 at 11.00 A.M. Upto 11.02.2019 at 3:30 P.M
6.	Date & Time Technical bid	:	11.02.2019 at 4.00 P.M.
7.	Validity of tender	:	90 days from the date of tender opening of Technical bid
8.	Place of opening of tenders	:	Office of the Commissioner, Oulgaret Municipality, Jawahar Nagar, Puducherry -05.
9.	Tender Inviting Authority	:	The Commissioner, Oulgaret Municipality, Jawahar Nagar, Puducherry -05.



OULGARET MUNICIPALITY
PUDUCHERRY
NOTICE INVITING TENDER (NIT)
INVITATION FOR BIDS (IFB)

Tender Notice No : 31-23/OM/Engg/2017-18

Dated: 25-01-2019

1. The Commissioner, Oulgaret Municipality inviting e-tender in two bid system from the equipment manufacturers in Tamil Nadu and Puducherry and Dealers registered with manufacturers in Tamil Nadu and Puducherry only for the following works as detailed in the table below :

S.No.	Tender Reference No./Tender ID	Name of Work	Estimate Amount (in Rs.)	E.M.D (in Rs.)	Cost of Tender Schedule	Period of Contract (in days)
1.	OM/e-tenders/ 253 /2018-19 // 2019_DLA_4382_1	Providing and fixing Sludge Tanker of 8000 liter Capacity over the supplied chasis - 4Nos.	Rs.47,44,440/-	Rs.47,444/-	Rs.500/- + Rs.25/- (GST at 5%)	90

2. The due date for submission of the tender is 11.02.2019 upto 03.30 P.M. This Tender is an e – Tender and should be submitted online through the URL, <https://pudutenders.gov.in> However, the E.M.D and Cost of Tender Schedule should be deposited in the Tender Box kept at the Office of the Commissioner before 11.02.2019 at 03.30 PM. The EMD and cost of Tender schedule should be placed in a single cover and shall be addressed to The Commissioner, Oulgaret Municipality, Jawahar Nagar, Puducherry -05 and labelled with Name of Work, the Reference No. and the due date for submission of the tender.

3. The Technical Bids of Tenderers who have failed to submit cost of EMD and cost of Tender schedule within the stipulated time will be summarily rejected.

4. If the date of submission of tender notified happens to be a holiday due to unforeseen circumstances, the tender will be opened on the next working day.

5. The Commissioner Oulgaret Municipality reserve the right either to postpone the tender or cancel it without assigning any reason, thereof.

6. For any clarifications or for any other particulars the Executive Engineer, Oulgaret Municipality, Jawahar Nagar, Puducherry - 05 can be contacted during the working hours on all working days. Contact Number 0413 – 2200941.

COMMISSIONER
OULGARET MUNICIPALITY

SECTION – 2 GENERAL CONDITION ON CONTRACT

1.0 Background

1.1 Oulgaret Municipality is located in Puducherry District of Puducherry Union Territory. The Puducherry Municipality is also located in Puducherry District in Puducherry Union Territory. The Karaikal Municipality is located in Karaikal District of Puducherry Union Territory. It is proposed to remove faecal sludge generated from individual House Holds existing within the three Municipal territories by employing Sludge Tanker Vehicle. For this purpose the Oulgaret Municipality desires to fix 4Nos. of SludgeTanker of 8000 liter Capacity over the supplied chasis under the **“AMRUT”** Scheme in a single tender.

2.0 Scope of Work

2.1 In view of the above background, the Municipality has decided to invite tenders for the work of **“Providing and fixing SludgeTanker of 8000 liter Capacity over the supplied chasis – 4 Nos.”**

2.2 The work consists of Providing and fixing SludgeTanker of 8000 liter Capacity over the supplied chasis as per technical specification mentioned in **Annexure – I** enclosed herewith.

2.3 The tenders submitted will be evaluated in a Two – stage process. The first stage will be an evaluation of the Technical and Financial capabilities of the interested tenderers. The financial bid of those tenderers whose technical proposals are accepted on the basis of the evaluation criteria set forth in this document will be opened in the second stage of the tendering process. The lowest financial offer from among the successful technical tenders will be awarded with the contract. The details on how to prepare and submit the tender as well as the evaluation process are detailed elsewhere in this document.

3.0 Tendering process in brief

3.1 The Commissioner, Oulgaret Municipality, Jawahar Nagar, Puducherry -05 will receive tenders upto 3.30 P.M. on 11.02.2019 and the tenders consisting of the Technical proposals will be opened on 11.02.2019 itself at 4.00P.M. in the presence of tenderers (or) their authorized persons who choose to be present. The financial proposals of those tenderers, whose detailed technical tenders are accepted by the **Tender Scrutiny Committee (TSC)** headed by the Commissioner as substantially responsive, will be opened on a day intimated by the Municipality. The Financial proposal of the tenderers with the **lowest quote** in Schedule –A contained in Section – 7 will also be taken for integral evaluation.

3.2 The Municipality will enter into a contract agreement with the selected tenderer, at the rates indicated in the financial bid.

4.0 Contents of Tender document

4.1. Tender documents issued for the purpose of tendering include the following, together with any addenda issued in accordance with **clause 5.3** of the Conditions of Contract:

Section 1	Invitation to Tender
Section 2	General Conditions of Contract
Section 3	Forms of Tender, Qualification information
Section 4	Format of Contract Agreement
Section 5	Additional Conditions of Contract
Section 6	Special Conditions of Contract
Section 7	Tender Schedule containing Schedule-A
Section 8	Annexure I containing Technical Specifications

4.2. The Tenderers are expected to examine carefully all instructions, conditions, forms, terms and specifications in the tender document. Tenders, which are substantially Non-responsive to the requirements of the tender documents, will be summarily rejected.

5.0 Clarification and amendments to the Tender document

5.1 Tenderers shall carefully examine the terms and conditions contained in the tender document. If any tenderer finds any discrepancies or if there is any doubt on the meaning of any terms and conditions, he should at once address a query to Municipality in writing to The Commissioner, OULGARET MUNICIPALITY. The Municipality will offer clarifications to any such queries received during or after the Pre-tender meeting date. Written copies of the response of Municipality will be sent as an addendum to all those who have purchased the Tender documents.

5.2 The Municipality will not assume any responsibility for the correctness or otherwise of the information provided in these documents. The tenderers are solely responsible for the accuracy of the information and have to initiate necessary efforts to obtain the latest relevant information for preparation of the tender.

5.3 At any time prior to the date for submission of tenders, the Municipality may for any reason, modify the tender documents by issuing **addenda**. The tenderers shall duly acknowledge receipt of the addenda to the Municipality and shall place the addenda issued, duly signed by the authorised signatory, in the relevant place in their tender.

5.4 In order to afford tenderers reasonable time to take such addenda into account in preparing their tenders the Municipality at its discretion may extend the date for submission of the tenders.

6.0 Preparation, Submission and Evaluation of Tenders

6.1 This tender is an e-tender and should be submitted online through <https://pudutenders.gov.in> However, the E.M.D and Cost of tender schedule should be deposited in the **Tender Box** kept at the Office of the Commissioner before **11.02.2019 at 03.30 PM**. The cost of EMD and cost of Tender schedule should be placed in a single cover and shall be addressed to **“The Commissioner, Oulgaret Municipality, Jawahar Nagar, Puducherry -05”** and labelled with Name of work, the Reference No. and the Due date for submission of the tender.

6.2 The Earnest Money Deposit (EMD) for Rs.47,444/- and cost of tender schedule for **Rs.525/-** should be in the form of two separate **Demand Draft** obtained from any **Nationalised Bank** drawn in favour of **The Commissioner, Oulgaret Municipality, Puducherry**. Any other forms such as Cheques/ Bank Guarantee, etc shall not be accepted.

6.3 Tenders received without the EMD shall be considered as Non –responsive and shall be rejected outright.

7. 0 Technical proposal

7.1. Technical proposal shall contain:

- ✓ Documents in proof of credentials of the tenderer as set forth in **clause 9.3** of Conditions of Contract.
- ✓ The E.M.D as described in **clause 6.1 and 6.2** of Conditions of Contract.
- ✓ Since this is an e-tender the e-signature is taken as a token of acceptance of all terms and conditions in the tender.

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

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

7.4 The tenderers may note that the information contained in the Technical proposal submitted by the successful tenderer shall be incorporated, in part or whole, or as mutually agreed on modifications in the Contract to be subsequently signed with the Municipality. The contents of the proposal of the successful tenderer are thus likely to be made binding on them at the discretion of the Municipality. The tenderers may take this into account during preparation of their proposals.

8.0 Financial Proposal

8.1 The Financial proposal shall be as per the **Section- 7** of the tender document. The BOQ should not be edited or saved in a different format, the BOQ sheet is protected sheet and the values have to be filled accordingly. Any changes made by the tenderer will lead to non-responsiveness of the bid. The Financial Bids submitted in any other form other than the prescribed format will be summarily rejected outright.

8.2 The Financial bids of those tenderers who qualify in the First stage of bidding process will be opened online in the presence of those tenderers or the persons authorized by the tenderers to attend.

8.3 The Municipality will determine whether the price bids are complete i.e., whether they have quoted for all the items mentioned in the Tender Schedule. If the price bids are incomplete, the Municipality will summarily reject such tender(s).

8.4 The Municipality may also require breakup of rates and agree for suo motto reduction of price by the lowest tenderer arising out of appropriate adjustments for acceptable variations/ deviations without compromising any quality parameters stipulated on the component works. If it is felt that the price quoted by the lowest tenderer is exorbitantly high with reference to the prevailing market rate and if the tender contains unbalanced items/rates during negotiations the lowest tenderer must be prepared to furnish the detailed cost break up and other clarifications to the proposals submitted by them, as may be required to adjudge the reasonableness of their price proposals.

9.0. Evaluation of proposals – Criteria and the process

9.1. Prior to the detailed evaluation of tenders, the Municipality will determine whether each tender is substantially responsive to the requirements of the tender documents by the Tender Scrutinizing Committee. For the purpose of evaluation, the substantially responsive tender document is one, which confirms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. If a tender is Non-responsive to the requirements of the tender documents, it will be rejected by the Municipality and cannot subsequently be made responsive by the tenderer having corrected or withdrawn the Non-conforming deviation or reservation.

9.2. The evaluation of the technical proposals of the tenderers will be based on financial and technical capabilities of the tenderer. At any stage in the entire evaluation process, the Municipality reserves the right to call for clarification/ documents, from any of the tenderers, in writing or by fax or by e-mail, in order to carry out the process to its logical conclusion.

9.3. Essential Pre-qualification criteria

- 1) The tenderer should be a equipment manufacturer in Tamil Nadu and Puducherry and Dealers registered with manufacturers in Tamil Nadu and Puducherry. In proof thereof, the incorporation certificate of the company and manufacturing capacity certificate from govt. has to be submitted.
- 2) No Joint ventures of any sort are allowed.
- 3) The tenderer should have recorded an annual turnover of Rs. 9 Crores in at least any one of the last (3) three financial years. In proof thereof, a certificate from a chartered accountant should be provided. Also, the PAN card of the company should be submitted.
- 4) The tenderer should have the previous experience of supplying sewage jetting cum suction machines with a capacity of 6000 Litres or 8000 Litres– at least 4 no's of similar kind of machines to any Municipality/Corporation/Sewerage Boards in India during any of the last 5 years from the date of tender. In proof thereof, copies of the Performance Certificate issued by the purchasers (should be signed by officers not lower than the grade of an Executive Engineer) concerned should be enclosed. The performance Certificate of the same should be dated within one year from the date of tender submission.

5) The Tenderer should have the previous experience of supplying Sewage jetting/ suction / jetting cum suction machines worth Rs.98,00,000/- in any single order to any Municipality / Corporation/ Sewerage Boards in India during any of the Last five years from the date of tender with a capacity of 6000 Litres or 8000 Litres in proof thereof, copies of the purchase 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 Certificate of the same should be dated within one year from the date of tender submission.

6) The tenderer should have previous experiences in supplying parts, components and providing service works of worth Rs.25,00,000/- in any one financial year during any of the last five years from the date of tender to any Municipality/ Corporation/ Sewerage Boards in India. In proof thereof, copies of the Purchase orders issued by the purchasers (should be signed not less than the grade of an Executive Engineer) concerned should be enclosed.

7) The tenderer should have a full-fledged service centre/ factory in Tamilnadu and Puducherry and should have been functioning more than 1 year before the date of submission of the tender. In proof thereof, the registration certificate of the service centre/ factory should be submitted. No Joint ventures with local service centres are allowed.

8) The tenderer 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. 100 stamp paper duly notarized should be enclosed with the bid.

9) The preferred makes listed out by the Municipality for the various critical components viz., Vacuum Pump, Full Torque Power Take-Off unit, Suction hose and coupling should be strictly adhered to, by the tenderer. For these critical components, the tenderer should necessarily furnish backup letters of association, purchase orders/ invoices (within one year from date of tender) from the respective pump/component manufacturers committing their support to the tenderer/system manufacturer for their product including availability of spares, etc.,

8) Manufacturer should be an ISO9001-2015 certified company.

9) All duplicate copies to be notarized

10) EMD exemption is not allowed.

10.0 Miscellaneous Conditions

10.1 The tenders prepared by the tenderers and all correspondence and documents relating to the tender exchanged by the tenderers and the Municipality shall be written in English only. Failure to comply with this condition will amount to disqualification of their tender.

10.2 Tenderers shall submit offers that comply fully with the requirements of the tender and the Contract Agreement.

10.3 The Municipality may, at its discretion, extend the date for submission of Tenders by issuing an amendment in which case all rights and obligations of the Municipality and the tenderers previously subject to the original date shall thereafter be subject to the new date as extended.

10.4 The Municipality will examine the tenders to determine whether they are complete, since this is an e-tender the e-signature will be taken as a token of acceptance of all the tender conditions.

10.6 The tenders submitted by the tenderers shall remain valid for a period of Ninety (90) calendar days from the date of opening of their technical proposal. In exceptional circumstances prior to expiry of original tender validity period, the Municipality may request the tenderers for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by fax. A tenderer agreeing to the request will not be required nor be permitted to modify his tender but will be required to extend the validity of his tender correspondingly. However such of those tenderers who are not willing to extend the validity are free to withdraw their tenders without any penalty.

10.7 All information furnished by the tenderers, in the tender documents, shall be kept confidential by the Municipality. Any effort by tenderers to influence the Municipality during the course of processing the tenders or in decisions may result in the rejection of their tenders.

10.8 To assist in the examination, evaluation and comparison of tenders, the Municipality may, at its discretion, ask any tenderer for clarifications in his/their tender. The request for clarification shall be in writing or by fax. However no change in price or substance of tender shall change.

11.0 Award of contract and signing of contract agreement

11.1 The selected tenderer will be issued the Letter of Intimation (LOI) wherein they will be informed to sign the Contract Agreement (CA) with the Municipality.

11.2 On receiving the Letter of Intimation, the selected tenderer should send a copy of the LOI to the Municipality duly acknowledged.

11.3 Thereafter the selected tenderer should submit a DD for Security Deposit of 1% of the tender estimate amount – Rs.47,444/-and sign the Contract Agreement with the Municipality within 15 days from the date of receipt of the LOI.

11.4 After signing of the Contract Agreement the selected tenderer will be issued the **Letter of Award (LOA)** or in other words Supply Order for the work.

11.5 The E.M.D and Security Deposit of the successful tenderer shall be returned only after the one year guarantee period.

12.0 Terms of Payment

12.1

(i) The tenderer after completion of work should inform the departmental officers concerned about the fact and the tenderer should deliver the equipment/ Machines to the Municipality.

(ii) After delivery, 95% of the payment shall be paid to the successful tenderers within 30 days from the delivery/ hand over of the vehicle to Municipality. The EMD of 1% and Security Deposit of 1% paid by tenderer before executing the contract and 3% deducted from the bill will be considered as a performance security and will be released only after completion of one year guarantee period.

(iii) The E.M.D of the unsuccessful tenderers shall be returned after **Letter of Award (LOA)** is given to the successful bidder.

12.4 Payments will be made through Account Payee cheques in **INR** only.

12.5 If the Contractor has received any over payments by mistake or if any amounts are due to the Municipality due to any other reasons, when it is not possible to recover such amount under the contract resulting out of the purchase order the Municipality reserves the right to collect the same from any other amounts given by the Contractor due to or with the Municipality.

12.6 When the Contractor does not at any time fulfil his obligations in replacing / rectifying etc. of the damages/defective materials in part or whole, promptly to the satisfaction of the Municipality's officers, the Municipality reserves the right not to accept the bills against subsequent dispatches made by the supplier and under these circumstance only the supplier will be responsible for any demurrage, wharf age or damages occurring to the consignments so dispatched.

12.7 The Municipality shall do all the permanent registration formalities at the Regional Transport Office, Puducherry. The expenses incurred towards the permanent registration, Road tax, insurance etc., should be borne by the Contractor.

13.0 Period of Contract, Service Quality and Penalties for Defaults in Service Delivery

13.1 The successful tenderer will be allowed 90 days for the completion of the work namely **"Providing and fixing Sludge Tanker of 8000 liter Capacity over the supplied chasis – 4 Nos."** in all respects from the date of LOA or the Supply Order.

13.2 The workmanship should be of high standards and the materials used for the work should be of superior quality.

13.3 If the supply is not made within the due date a fine of Rs. 500 per day per quantity will be imposed for such delay in supply. The fine amount will be deducted during the settlement of the payment.

14.0 Rejection of bid

The Bid will be rejected if the Bidder:

- (a) Does not submit the EMD and Cost of tender schedule.
- (b) Stipulates the validity period less than what is stated in the form of Bid.
- (c) Does not fill in the Bid Form Specification of the articles and works as well as Bill of Quantities and Rates completely.
- e) Does not submit the Technical Bid Form and Price Bid Form.
- (f) Submit the Bid without stating the rates in words and / or in figures and / or both.
- (g) Does not submit the scanned annexures duly signed and stamped.
- (h) Does not submit scanned certified copies of PAN CARD and GST No.
- (i) Does not quote for all the items stated in the schedule of quantities.

15.0 Quality of the Product

15.1 The Bidder shall be responsible for the quality of the material delivered until the same is tested and accepted by the Tender Inviting Authority.

15.2 In the event the machine delivered against the Bid is found to be not in accordance with the specifications, the entire quantity/consignment will be rejected and the Bidder will be responsible for replacement of the rejected material free of cost. Such machine will be lying at the Tender Inviting Authority's site/ location at the risk and cost of the supplier for a period not exceeding 60 working days.

15.3 The Tender Inviting Authority shall carry out all the testing of equipments through its Representatives to ascertain the performance of the equipment, machinery and the entire installation or verify whether the quality of the materials/ goods supplied satisfies the specification requirements.

15.4 The Bidder shall carry out the Product Acceptance Tests in the presence and supervision of the Tender Inviting Authority or its Representatives at the site of Delivery, at its own cost, shall provide the testing equipment/instruments necessary for performing and demonstrating the Product Acceptance Tests.

15.5 The Tender Inviting Authority or its Representatives shall supervise the tests at the site of Delivery to confirm that the complete solution at each site satisfies the requirement of specifications. Any components or modules failing during the acceptance tests shall be replaced or made good free of cost by the Bidder.

15.6 The tests will be carried out individually for each vehicle and as a whole working, at empty load only.

15.7 The cost of all tests on the delivery site shall be fully borne by the Bidder.

15.8 Testing period shall be 20 days from the date of commissioning of the equipment and the performance of the equipment will be watched during the testing period.

15.9 The tenderer has to train the staff of this Municipality including Driver regarding the operation and maintenance of the equipment for a period of 20 days from the date of commissioning of the equipment subject to satisfaction of the Commissioner at free of cost.

16 Warranty Terms and Conditions

16.1 The Bidder shall be solely responsible for the warranty of the equipment supplied subject to the exception of physical damage.

16.2 The Bidder shall provide the name of alternate contact person or Technical Support Centre with address & telephone /FAX no., which may be contacted by the Tender Inviting Authority or its authorized agency staff for support in case of no response/poor response from the designated Technical support centre.

17 R.T.O Requirements

17.1 The Bidder has to take necessary care of insurance, during transit and final handing over. The Bidder has to observe RTO restrictions regarding height, width and overhang of equipment and the Bidder shall make his own arrangement. The chassis will be handed over to the successful tenderer at Puducherry only.

18 Availability of spares

18.1 The Bidder 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.

**COMMISSIONER
OULGARET MUNICIPALITY**

SECTION – 3

FORMS OF TENDER, QUALIFICATION INFORMATION

PRE – QUALIFICATION DATA SHEET

(To be taken in letter head, filled, signed, scanned and uploaded)

(The necessary proofs as mentioned in the pre-qualification criteria mentioned in clause 9.3 should be scanned and uploaded failing which the tenderer will be disqualified)

1. Name of the Manufacturer: _____

2. Name & designation of the Authorized signatory: _____

3. (furnish a PoA in the company letter head)

4. Full address of the company: _____

5. Registered address of the company: _____

6. Telephone no. _____

7. Contact person name & mobile no. _____

8. Fax no. _____

9. E-mail address (for official correspondence) _____

10. (i) E.M.D particulars: DD No. _____;

Date _____; Rs. _____

(ii) Cost of Tender schedule particulars: DD No. _____;

Date _____; Rs. _____

11. Was there any previous un-satisfactory performance : YES/NO
(If yes mention details)

12. Previous blacklisting with any of the ULBs in India : YES/ NO
(If yes mention details)

13. Pre-qualification criteria as in clause 9.3 : YES/ NO
(If yes mention details)

14. Previous experience of supplying machines } : YES/NO
to any govt/semi govt. Bodies in India }
(If yes mention details)

15. Highest annual turnover of the last three financial years : Rs _____

16. Full-fledged service centre at Tamil Nadu and Puducherry : YES/ NO

17. ISO 9001 :2015 company : YES/NO

Declaration

I on behalf of M/s _____
solemnly declare that if awarded the contract for **“Providing and fixing Sludge Tanker of 8000 liter Capacity over the supplied chasis – 4 Nos.”**

I will organize and arrange to supply the entire quantity of the equipments as per the Technical specifications of the MUNICIPALITY, failing to do so the contract is liable for termination.

I will organize and arrange to supply the entire quantity of the equipments within the time frame fixed by the MUNICIPALITY, failing to do so any fine amount may be imposed by the Municipality on the bill.

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

I have read and understood in full all the above stated points in the application and also the items/conditions mentioned in the tender documents.

I further declare that the information and particulars furnished by me are true and correct to the best of my knowledge and belief, and I shall be liable for suitable action as decided by the department for any false information.

Signature of the applicant / Authorized Signatory

Full Name: _____ **(In Block Letters)**

Date: _____

SECTION – 4

Format of Contract Agreement (On a Non-Judicial stamp paper of Value Rs 100/-)

Contract Agreement

This Contract Agreement made the _____ day of _____, 2019 between the **“OULGARET MUNICIPALITY”** established under the **Puducherry Municipalities Act, 1973** and represented by its “Commissioner” (Which expression unless the context otherwise requires shall include its successors in interest and assigns) of the **one part** and _____

(Name and Address of the Contractor) (Here in after referred to as **“Contractor”** which expression unless the context otherwise requires shall include its successors in interest and permitted assigns) of the **other part**.

WHEREAS the MUNICIPALITY had invited tenders, through competitive tendering process, for the work of **“Providing and fixing Sludge Tanker of 8000 liter Capacity over the supplied chasis – 4 Nos.”**

WHEREAS the aforesaid work required the Contractor entering into a Contract with the MUNICIPALITY.

NOW THIS CONTRACT WITNESSETH as follows:

- 1.0 In this Contract, works and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Contract.
- 2.0 In consideration of the payments to be made by Municipality to the Contractor as hereinafter mentioned the Contractor hereby covenants with the MUNICIPALITY to execute service contract work and remedy and defects therein in conformity in all aspects with the provisions of the Contract.
- 3.0 The MUNICIPALITY hereby covenants to pay the Contractor in consideration of the delivery of the service contract work and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4.0 The following documents shall be deemed to form and be read and construed as part of this Contract, viz. :

- i) Letter of Acceptance;
- ii) Contractor's tender including the initial plan of action, the price quote;
- iii) General Conditions of Contract, Additional Conditions of Contract & Special Conditions of Contract.
- iv) Tender Schedule - Technical Specifications
- v) Any other documents issued in contract data as forming a part of the contract. In witness whereof the parties thereto have caused this Contract to be executed the day and year first before written.

For and behalf of the **MUNICIPALITY**

For and behalf of the **CONTRACTOR**

SECTION – 5
ADDITIONAL CONDITIONS OF CONTRACT

1.0 Definitions

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

“AMRUT” means Atal Mission for Rejuvenation and Urban Transformation.

“MUNICIPALITY” means a body established under the Puducherry Municipalities Act, 1973 and represented by its Commissioner and shall include its assignees and its legal successors in title.

“EMD” means Earnest Money Deposit

“Contract” is the contract between Municipality and the Contractor to execute the work of **"Providing and fixing Sludge Tanker of 8000 liter Capacity over the supplied chasis – 4 Nos "**.

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

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

“Government Agency” means Government of India and Government of Puducherry and all organizations in which the Government of India or the Government of Puducherry in their respective executive capacity hold a controlling interest.

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

2.0 Interpretation

2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings and paragraph numbering have no significance and are for convenience only. Words have their normal meaning under the language of the Contract unless specifically defined. The Commissioner, OULGARET MUNICIPALITY will provide instructions clarifying queries about the Conditions of contract.

2.2. Reference to any legislation or to any provisions of any legislation shall include any statutory modification or re-enactment of, or any legislative provision substituted for and all legislation and statutory instruments issued under such legislation or provisions till date;

2.3. References to Clauses, Annexure are references to Clauses, and Annexure of this Contract

2.4. References to Clauses shall be read in the cause of sub-clauses, paragraphs and sub-paragraphs as being references to sub-clauses, paragraphs and sub-paragraphs as may be appropriate;

2.5. Reference to any document or contract shall be deemed to include references to such document or contract as amended, no voted, supplemented, varied or replaced from time to time.

3.0 Scope of work

The scope of work under this contract is to **“Providing and fixing Sludge Tanker of 8000 liter Capacity over the supplied chasis – 4 Nos.”** as per the enclosed Technical specifications vide Annexure I

4.0 Rates

4.1 The rates quoted should be **NETT** inclusive of all applicable Taxes, GST, Customs Duties, Excise Duties, Freight charges, Insurance Charges, RTO Registration Charges and any other incidental charges etc.,

5.0 Preliminaries

5.1 Start Date

The Start Date shall be the date of issue of LOA.

5.2 Conditions precedent

- i. The Contractor shall fulfil the following conditions precedent within 30 (Thirty) days from the date of signing this Contract Agreement.
- ii. The Contractor shall, within Fifteen (15) days from the date of LOI will sign the Contract Agreement.
- iii. Costs of satisfying the above condition precedent shall be borne by the respective Parties responsible for satisfaction of the Conditions Precedent

5.3 Non-fulfilment of the Conditions Precedent

- i. In case of non-fulfilment of Conditions Precedent attributable to reasons beyond the control of the Contractor and the MUNICIPALITY, the period for satisfaction of conditions Precedent may be extended by mutual consent of the Contractor or the MUNICIPALITY.
- ii. If any of the conditions precedent contemplated at Clause 5.2 has not been satisfied in full or has not been waived, within the time stipulated or such extended time that the Parties may agree upon, then and in such event either party shall have the right to terminate this Contract by 30 days notice in writing to the other Party, given at any time thereafter, but prior to such conditions precedent being so satisfied or waived, and if the conditions precedent are not satisfied or waived within such notice period, upon expiry of such notice, this Contract shall be terminated.
- iii. If the Contract is terminated due to the non-satisfaction of conditions precedent by the contractor, as set forth at Clause 5.2 for reasons beyond the Contractors control, the Contractor shall not be compensated in any manner whatsoever and the Performance Guarantee shall be forfeited and encased.
- iv. If the Contract is terminated due to non-satisfaction of conditions precedent, set forth at Clause 5.2 for no fault of the Contractor then the MUNICIPALITY shall release the Performance Guarantee.

6.0 Dispute resolution

6.1 If any dispute arises between MUNICIPALITY and the Contractor in connection with or arising out of or in relation to the Contract, the affected Party shall issue a Dispute Notice to the other Party giving a description of the nature of dispute.

6.2 Each Party shall attempt to settle such dispute amicably within Ten (10) days of the issue of the Dispute Notice.

6.3 Any dispute arising out of this Contract will be settled within the jurisdiction of the Court in Puducherry.

7.0 Miscellaneous clause

Any change in "Firm's constitution" shall be intimated to the department immediately in writing.

**COMMISSIONER
OULGARET MUNICIPALITY**

SECTION – 6
SPECIAL CONDITIONS OF CONTRACT

1. The Supply of Vehicle Mounted Suction machine proposed under this contract will cover inspection, testing & commissioning of the machines, training to the staff, operational trials and maintenance of the machines during the **guarantee period** (one year from the date of delivery to the MUNICIPALITY).

2. After delivery during commissioning, the tenderer will have to furnish operational manual, safety practices and service manual with list of parts which are not covered under guarantee period but required in stock as a standby or in replacement immediately due to operation work in year immediately after commissioning.

COMMISIONER
OULGARET MUNICIPALITY

**OULGARET MUNICIPALITY
PUDUCHERRY
PRICE BID DOCUMENT
(TO BE UPLOADED IN FINANCIAL BID)**

**SECTION - 7
TENDER SCHEDULE– A**

File no: 31-23/OM/Engg/2017-18

Name of work: “Providing and fixing Sludge Tanker of 8000 liter Capacity over the supplied chasis – 4 Nos.”

S.No.	Quantity (in No's)	Description of the WORK	Rate per 1 No. (in Rs) (BOTH FIGURES AND WORDS)	Total value for the QUANTITY i.e. 4 Nos. (in Rs) (BOTH IN FIGURES AND WORDS)
1.	4 Nos.	<p>Providing and fixing Sludge tanker of 8000 litres capacity over the supplied chassis (Chassis to be provided by the Municipality). The tank wall shall be of M.S Plate of 6mm thick. The tank shall be consisting of one side fixed dish end and another side heavy duty door with hinges open type door with 6nos handle wheel lock with door seal beading. This assembly shall include sub frame assembly, both mudguard assembly, Hose carrier, Bumper assembly, Tool box, Gauge box with gauges, Battery box and level indicator assembly including ladder. The tanker assembly shall also include Heavy duty oil lubricated van type vacuum pump with pressure relief valve and vacuum relief valve. The sloping pad shall be provided in the side of tank for sludge gravity delivery. Two numbers of 4" Heavy duty ball valve shall be provided in the rear door, one for suction and another valve for delivery. Global Positioning System (GPS) shall be provided in the cabin of the vehicle.</p> <p>Technical specification of Exhauster/ Compressor</p> <p>Free Air Delivery : 480m³/Hour CFM : 300 Power : 12 H.P. to 22 H.P Mode of operation : Suction and pressurizing Suction Capacity : 18 to 21 Feet. Valves : 4" heavy duty full port individual suction and delivery Value for entire suction and delivery operation. Hoses : 4" heavy duty suction hose 4x7.5 Mts. fitted with 4" heavy duty suction flange clamp and seals. Controls : The entire controls for operation centre P.T.O. (For high pressure pump and hydraulic pump) and Compressor fitted in the inside of cabin.</p>		

The rate shall include all the required materials, labour charges, GST, Insurance, Registration (Temporary & Permanent) fees, Entry Tax, Transit from Puducherry and Handing over at Puducherry, Handling Charges including painting etc., complete.

Signature of tenderer with seal

ANNEXURE - I
SECTION – 8

TECHNICAL SPECIFICATION

Name of Work : “Providing and fixing Sludge Tanker of 8000 liter Capacity over the supplied chasis – 4 Nos.”

Providing and fixing Sludge tanker of 8000 litres capacity over the supplied chassis (Chassis to be provided by the Municipality). The tank wall shall be of M.S Plate of 6mm thick. The tank shall be consisting of one side fixed dish end and another side heavy duty door with hinges open type door with 6nos handle wheel lock with door seal beading. This assembly shall include sub frame assembly, both mudguard assembly, Hose carrier, Bumper assembly, Tool box, Gauge box with gauges, Battery box and level indicator assembly including ladder. The tanker assembly shall also include Heavy duty oil lubricated van type vacuum pump with pressure relief valve and vacuum relief valve. The sloping pad shall be provided in the side of tank for sludge gravity delivery. Two numbers of 4" Heavy duty ball valve shall be provided in the rear door, one for suction and another valve for delivery. Global Positioning System (GPS) shall be provided in the cabin of the vehicle.

Technical specification of Exhauster/ Compressor

Free Air Delivery	: 480m ³ /Hour
CFM	: 300
Power	: 12 H.P. to 22 H.P
Mode of operation	: Suction and pressurizing
Suction Capacity	: 18 to 21 Feet.
Valves	: 4" heavy duty full port individual suction and delivery Value for entire suction and delivery operation.
Hoses	: 4" heavy duty suction hose 4x7.5 Mts. fitted with 4" heavy duty suction flange clamp and seals.
Controls	: The entire controls for operation centre P.T.O. (For high pressure pump and hydraulic pump) and compressor fitted in the inside of cabin.