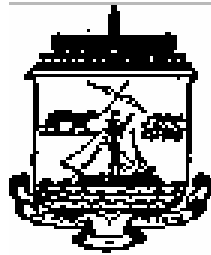


S.W.M.C.NO.A4/4800 /2010

CORPORATION OF CHENNAI

Solid Waste Management Department



**CONTRACT FOR THE HIRING OF HYDRAULIC EXCAVATOR
(POCLAIN) MODEL 200 WITH STANDARD BUCKET – 1 No. TO
KODUNGAIYUR DUMPING GROUND**

Last date for sale of Tender 10.11.2010 up to 3.00 P.M

Last date for submission of Tender on or before 3.00P.M of
12.11.2010

SUPERINTENDING ENGINEER (SWM)

**Cost of Tender document (Technical Bid & Financial Bid Rs.6750/-
(Inclusive of all taxes) Free of cost if downloaded from website**

Signature of the tenderer

CONTENTS

- 1. Technical Bid : 1 to 10 pages.
(Cover – A)**

- 2. Financial Bid : 1 to 9 pages.
(Cover – B)**

S.W.M.C.NO.A4/4800 /2010

TECHNICAL BID
(COVER- A)

Signature of the tenderer

- 1 -

Name of the Work : Tender for Hiring of Hydraulic Excavator
(Poclain) model 200 with standard bucket- 1
number to **Kodungaiyur** dumping ground

Period of Sale of tendering Document : up to 3.00 P.M. on **10.11.2010**

Earnest Money deposit : One percent of the total contract value

Last Date and time for receipt of Tender : **12.11.2010** time 15.00 hrs

Time and date of opening of tender : **12.11.2010** time 15.15 hrs

Place of Opening of Tender : Office of the Superintending Engineer (SWM)
Corporation of Chennai,
Ripon Building, Chennai

Office Inviting Tender :. Office of the Superintending Engineer (SWM),
Solid Waste Management Department
Corporation of Chennai,
Ripon Building, Chennai

Cost of tender schedule. : Rs.6,750/- (Inclusive Tax)

Signature of the tenderer

ELIGIBILITY

The Tenderer must be

(a) Owners of Earth Moving Equipments (Hydraulic Excavator (Poclain)) with work experience in Government or Quasi Government departments or private agencies for a period of not less than one year or for a value of Rs.Ten lakhs.

or

b) Contractors / Hiring Agencies of Earth Moving Equipments (Hydraulic Excavator (Poclain))with work experience in Government or Quasi Government departments or private agencies for a period of not less than one year or for a value of Rs.Ten lakhs

c) The Earth Moving equipment (Hydraulic Excavator (Poclain)) shall not have been manufactured earlier to the year 2000. Proof of attested copy of the original purchase document & attested copy of current insurance certificate shall be enclosed along with the tender in the Technical Bid Cover.

Necessary documentary evidences shall be attached as proof for each of the above.

Signature of the tenderer

MANDATORY CONDITIONS

The tender will be rejected if

- a) Tenders are received with insufficient amount of Tender deposit.
- b) Tenderer does not fill in and sign the Tender Form, Specification of the articles and works as well as Bill of Quantities and Rates completely.
- c) Tenderer does not submit the Tender in Wax sealed envelope.
- d) Tenderer does not submit the Tender Form duly signed and stamped.
- e) Tenderers Submits the tender without stating the rates in words and / or in figures and / or both.
- f) Tenderers Submits the tender without relevant document evidence proving their eligibility
- g). The rates are not quoted /written in the schedule enclosed in the Financial Bid.

Signature of the tenderer

SPECIFIC INSTRUCTIONS TO TENDERERS

The Corporation of Chennai invites sealed tenders for the Hiring of Hydraulic Excavator (Poclain) Model 200 with standard bucket - 1 number at **Kodungaiyur** dumping ground for cutting trenches and clearing accumulated Garbage at the landfill site as per the terms and conditions and specifications given below:

1. The tender is invited in two cover system i.e., cover "A" containing Technical Bid and cover "B" containing only Financial Bid. Both these covers will be sealed individually and they will be put in to an outer envelope which will also be sealed. The cover "A" will be opened on due dates as specified in the Tender Notice. The cover "B" will be opened only after receipt of clarification if any from the tenderers. The due date of opening of cover "B" will be communicated to the prospective tenderers three days in advance.

The Covers "A" & "B" shall be clearly marked as Cover "A" & Cover "B" . If the tenderers fail to mark these Covers then their tenders will not be opened.

The tenderers have to drop their tender before due date in the Tender boxes placed at Tender Sales Counter, Chief Engineer's Office , PRO's Office and Vigilance Officer office , Ripon Buildings, Chennai – 600 003 . The tenderer can also send/submit their tender through courier/post so as to reach the office of the Superintending Engineer /SWM at their own risk.

The tenderer are expected to fill their tender carefully and scrutinize them before delivering them to the Corporation authorities stated above. No variation on any ground such as mistake is misunderstanding will be allowed after the tender is opened recommended or accepted.

The rates and amount must be quoted in figures as well as in words.

Signature of the tenderer

2. Cover “A” shall contain the following documents.

- a) EMD in the form of Demand Draft in favour of Commissioner, Corporation of Chennai shall be placed inside Cover “A” only. If on opening cover “A” EMD Demand Draft is not found, then the tender shall be rejected.
- b) Certified copies of relevant document evidence proving their eligibility
- c) Tender document (Technical Bid) duly signed

3. Cover “B” shall contain Financial Bid including the schedule of rates and quantities duly filled

1. The rates should be quoted for hiring of Hydraulic Excavator (Poclain) Model 200 with standard bucket – 1 No per hour
2. The rate should include fuel, consumables cost, and operator cost, maintenance cost and all other cost and no extra cost should be charged on any account.
3. Rate should be quoted both in words & figures. If there is any discrepancy between the rates in words and that in figures, lower of the two will be treated as the correct one.
4. All pages of the Tender shall be initialed by the person or persons signing the Tender.
5. The tender shall contain no inter lineation.. Erasures or over writing expect as necessary to correct errors made by the persons or persons signing the Tender. Any correction in the tender document shall be endorsed by the tenderer with the signature.
6. Tenders must be received by the departments at the address specified above not later than **3.00 pm of. 12.11.2010**
7. The Superintending Engineer/SWM or his authorised persons will open “A” cover of the tender, in the presence of Tenderers representative who chooses to attend, after 3.00 pm on the same day at the following location:

Office of Superintending Engineer (SWM)
Corporation of Chennai
Ripon Buildings, Chennai – 600 003

Signature of the tenderer

8. If the date of opening of the tender happens to be a holiday then the tender shall be opened on the next working day.
9. The tenderers representatives who are present shall have to sign a statement in respect of witnessing of tender opening.
10. The tenderers names, Tender prices, modifications, Tender withdrawals and the presence or absence of the requisite Tender security and such other details as the department, at its discretion, may consider appropriate will be announced at the opening.
11. The department reserves the rights at the time of award of Contract to increase or decrease by up to 25% the quantity of work specified in the Schedule of Requirements without any change in the price or other terms and conditions.
12. The Commissioner, Corporation of Chennai reserves the right to accept or reject any or all the tenders at any time prior to award of contract without assigning any reasons.
13. On receipt of work order the successful tenderer shall pay Security Deposit @ 2% of the value of contract and also sign an agreement for faithful performance.
14. The increase in statutory taxes or any other Govt. Levies will be accepted only against production of documentary proofs.
15. The tenderer shall note that any claim, dispute or difference arising in respect of the contract the cause of action there shall deemed to have arising in Chennai and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in the competent Court in Chennai city.

Signature of the tenderer

SCOPE OF THE WORK

1. The contractor should provide **ONE** Number Hydraulic Excavator (Poclain) Model 200 with Standard Bucket
2. The period of contract hours will be **2000 Hours**
3. The equipment should work at the **Kodungaiyur** Landfill site of Corporation of Chennai for a minimum of 7 hours per day and specific request by field officials, it should work for a maximum of 12 hrs /day with one hour break for lunch at the discretion of field official and the Equipment should be Marched out daily on or before 8 AM .If necessary, the contractor may have to extend the working hours on need basis as per the written instructions of field official. Each equipment should work on all days including holidays during the contract period. For after every 100 hours of operation of the Excavator, 24 hours will be allowed to stop the equipment to carryout the maintenance work. If there is no work on any particular day or days, No Idling charges will be paid.
4. The equipment should function effectively. Fuel filling and maintenance of the equipment shall not be carried out during the working hours. If carried out, a sum of Rs.500/- will be levied as penalty for every such occasion. All such work shall be carried out either before starting of the work or after closure of the work.
5. The Work means cutting trenches and clearing accumulated Garbage at the landfill site mentioned at areas specified as and when by Corporation officials
6. The Contractor should ensure that the Logbooks are written daily and attested by the concerned conservancy Inspector at **Kodungaiyur** Dumping Ground and the hour meter should always be in working condition.
7. In the event of any stoppage of equipment for any reason the hour meter reading shall be entered in the log book and signed by the operator of the equipment and get the counter-sign of the concerned Conservancy Inspector of **Kodungaiyur** Dumping Ground, then and there. The failure to do so will attract a penalty of Rs.1000/- for every such failure.
8. The equipment should be deployed to level the Garbage and debris at **Kodungaiyur** Landfill site and other works etc as and when assigned.
9. The rate should be quoted considering all the costs and the rate in total should be quoted per hour and no extra cost will be paid.
10. The operators should have valid driving license and the equipments should have valid Insurance.

Signature of the tenderer

11. The equipment should be parked in the **Kodungaiyur** Landfill site only and the safety of the equipment will be at the risk of contractor only.
12. The Excavator should not be taken out of the **Kodungaiyur** Dumping Ground area by the Contractor with out obtaining written permission from the Superintending Engineer/Executive Engineer(SWM) on any reason.
13. The contractor should not engage persons below 18 years of age and the operator of the equipment shall not be of the age of above 45 years
14. The successful tenderer will take out the necessary insurance etc, for risk against fire, theft etc.
15. The department is not responsible for any untoward incident or accident to the crew and the contractor shall take all safety measures while attending work. In case of any accident caused to any person including the contractors and corporation workmen or Public or damage to any property/equipments in the course of the execution of the contract, the contractor will be solely held responsible for payment of compensation, Medical aid etc.
16. Complete discipline should be maintained by the crew operating the Hydraulic Excavator like refraining from alcohol consumption while on duty.
17. Corporation of Chennai is in no way responsible for any consequential damage to either man or machinery while execution of works.
18. The work done shall be duly certified by the Asst. Exe. Engr. of Solid Waste Management Department, which shall be recommended for payment.
19. Repairing tools and minimum critical spares like hoses etc., should be available in the machine to avoid undue delay.
20. The contractor shall be solely responsible for any accident to his employee or the public from any causes. What –so-ever and he shall indemnify the Corporation of Chennai against damage to property or injury to person resulting from any such accidents and shall take all steps to ensure payment of insurance charges against all such claims.
21. **Contractors Failure:** If the contractor fails to fulfill the terms and conditions of the contract or unable to continue the work the Corporation of Chennai has got the right to engage other agency for the work and the resultant excess expenditure if any incurred by the Corporation of Chennai will be recovered from the contractor either from his security Deposit or from the outstanding bills. The contract is liable to be terminated if the tenderer withdraws after execution of agreement or does not take up

Signature of the tenderer

the works within a week after executing the agreement Security Deposit furnished by him will be forfeited

22. In the event of major failure of the equipment the contractor should supply another equipment having the same capacity within 24 hours of such failure of the equipment failing which penalty clause (b) will apply.

PAYMENT TERMS & PENALTY CLAUSE

PAYMENT

The contractor may submit the bills for after every 300 hours of operation of each Hydraulic Excavator to the Solid Waste Management department for claiming the payment.

Certified copy of Log book for the hours of working shall be produced duly attested by Conservancy Inspector and verified by the concerned Assistant Executive Engineer/Assistant Engineer/Junior Engineer along with the bill.

PENALTY CLAUSE:

- a) If Equipment is operated less than 7 Hours per day, Rs: 1,000/- will be levied as penalty per day and this will not be applied in case of non requirement.
- b) In the event of any brake down during operation, the contractor has to make arrangement to provide a substitute vehicle with in 8 hours , in that case no penalty charges would be levied ,otherwise penalty at the rate of Rs. 1500/- for every day of Hydraulic Excavator non-operation would be levied and the same will be deducted from the payment as penalty. The waiver of penalty will be only for Three breakdowns only for the total contract period. If more than three breakdowns occur, penalty should be levied Rs.1,500/- for each breakdown.
- c) If the Equipments are not deployed within 7 days from the date of receipt of valid order Rs: 1,500/- will be levied per day for Hydraulic Excavator and for Subsequent days also as penalty till deployment. After 20 days the Contract shall be considered for termination.
- d) If the Equipments are not Marched out before 8 AM Daily, Rs: 100/- per Hour will be levied as penalty and for the subsequent Hours until the Marchout of the Equipment On that day

Signature of the tenderer

- e) If the equipment does not run continuously for Five Days the penalty will be Rs.12,500 in total for the said five days. Further if the equipment not run whether continuously or intermittently, for seven days, in any month, the Corporation shall have the liberty to terminate the contract
- f) The maximum penalty to be levied shall not be more than Rs. 2500 per day
- g) If the total penalty during the contract period exceed 25% of the contract value the Corporation shall have the right to terminate the contract.

S.W.M.C.NO.A4/4800 /2010

FINANCIAL BID

COVER – B

Signature of the tenderer

CORPORATION OF CHENNAI

SOLID WASTE MANAGEMENT DEPARTMENT

TENDER FOR HIRING OF HYDRAULIC EXCAVATOR (POCLAIN) MODEL 200 WITH STANDARD BUCKET ONE NUMBER TO KODUNGAIYUR DUMPING GROUND

- 1 The tenderer must sign with date, the tenderer should submit the tender form completely in original along with EMD of a sum of Rupees equivalent to one percent of the total contract value by bank Demand Draft in favour of the Commissioner, Corporation of Chennai and payable at Chennai, from anyone of the Nationalised schedule banks in a sealed cover superscribed as **“Tender for Hiring of Hydraulic Excavator (Poclain) Model 200 with Standard Bucket – 1 number to Kodungaiyur dumping ground** and deliver the same at Tender Sales Counter or PRO’s Office or Office of Chief Engineer (General) or Vigilance Officer’s office , Ripon Buildings, Corporation of Chennai on **12.11.2010** before 3.00 p.m. on the said date. All the sealed tenders will be received and will be opened by the Superintending Engineer (SWM), Solid Waste Management Department, in the presence of the tenderers as may attend at 3.15 pm on the same day.
- 2 The tenderers are requested to sign the letter of Tender, Schedule and Terms & Conditions of tender failing which the offer will not be considered.
- 3 The lowest offerer may be declared to be the successful tenderer provided that it shall be in the decision of the Commissioner and he reserves the right to decline or accept the lowest tender when the quoted amount offered appears, so clearly inadequate as to make it advisable to do so.
- 4 Tenderer or his / her authorised representative should be physically present at the time of opening of tender and if for any reason they want to withdraw from the tender they may do so on written request, before opening of the tender.
- 5 The commissioner reserves to himself the right to reject any of the tenders or to accept any tender without assigning any reason for doing so.
- 6 The minimum period required for intimation of acceptance or non-acceptance of the tender is 3 months from the date of opening the tenders.

Signature of the tenderer

- 7 The tender deposit / EMD of the unsuccessful tenders will be returned to them as soon as possible after the final disposal of the tenders on submitting a bill in the prescribed form available at the office of S.E.(SWM) , Solid Waste Management Department, Ripon Buildings, Chennai-600 003.
- 8 If the tenderer shall neglect or refuse to comply with the above conditions or any of them, his or her earnest money deposit shall be forfeited to the Corporation and shall not be returnable to him or her, Tenderer.
- 9 The successful Tenderer should deploy the Hydraulic Excavator within 7 days after the receipt of valid order.
- 10 Please note that the rate should be stated specifically whether the same is inclusive of S.T , S.C & VAT or exclusive, those should not be mentioned that the same will be charged if any as applicable and this will not be considered as payable. Tenderers with vogue terms in respect of these taxes and duties will not be considered and the same will be taken as net.

Signature of the tenderer

S.W.M.C.NO.A4/4800 /2010

LETTER OF TENDER

To
The Commissioner,
Corporation of Chennai
Ripon Buildings,
Chennai- 600 003.

Sir,

1. I/We do hereby tender for **“Hiring of Hydraulic Excavator (Poclain) Model 200 with Standard Bucket – 1 number to Kodungaiyur dumping ground for cutting trenches and clearing accumulated Garbage /Debris** as mentioned in the Tender Schedule in accordance with the conditions stated in the conditions of Tender. I/We have paid a sum of Rs..... as specified in the Technical bid, towards Earnest Money Deposit and enclosed the Demand Draft.
2. I/We agree that acceptance of this tender shall result in and constitute a valid and concluded contract binding on me/us the terms where of shall be taken to be those mentioned in the conditions of tender not with standing non-execution of any agreement.
3. I/We further agree that I/We shall not withdraw this tender during the minimum period that will be required for intimation of the acceptance or non-acceptance of the tender being given to me/us, or until the expiration of a period of 3 months from **12.11.2010** whichever is earlier and if I/We do so withdraw the tender or commit a breach of any of the terms and conditions of this tender on my/our part to be performed or observed then, I am/We are liable to forfeit the tender deposit.
4. I/We hereby declare that I/We agree to do the various acts, deeds and things herein before referred to including the conditions relating to non withdrawal of this tender herein above set out in consideration of the commissioner and the other Municipal authorities receiving and considering this my/our tender.

As witness my/ our hand this

day of

2010

Name and Address(in block letters)

Signature of the tenderer

S.W.M.C.NO.A4/4800 /2010

CORPORATION OF CHENNAI
Solid Waste Management Department

Contractor for the ""Tender for the Hiring of Hydraulic Excavator (Poclain) Model 200 with Standard Bucket – 1 number to **Kodungaiyur** dumping ground by M/s.....

AGREEMENT

Agreement made the.....day of.....
Two Thousand and between
M/S.....
(Hereinafter referred to as the contractor) of the one part and the Corporation of the City of Chennai (hereinafter called the Department) of the other part:

Whereas the contractor has agreed for **the Hiring of Hydraulic Excavator (Poclain) Model 200 with Standard Bucket – 1 number to Kodungaiyur dumping ground** as per specification and schedule attached hereto at the Prices and in the manner and upon the Terms and the conditions hereinafter mentioned and whereas the contractor has deposited with the department the following securities:

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

Now these presents witness that for carrying the said agreement in this behalf into execution, the contractor and the Department do hereby mutually covenant, declare, contract and agree each of them with the other of them in the following (that is to say):

The term 'Contractor' shall include these present and the Tender schedules and Specification hereto annexed and the Specification. Plans and Drawings herein and hereinafter referred to:

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

The term 'Corporation' shall mean the 'Commissioner' or the Council of the Municipal Corporation of the City of Chennai or both acting under the powers vested in them by the Chennai City Municipal Act IV of 1919 or any Act amending or altering the same.

The term 'Commissioner' shall mean the Commissioner of the Corporation of Chennai.

Signature of the tenderer

The term Superintending Engineer shall mean the Superintending Engineer(SWM) of the Corporation of Chennai for the time being.

1.The contractor should provide ONE Number . Hydraulic Excavator (Poclain) Model 200 with Standard Bucket within seven days from the date of receipt of work order.

2.The period of contract will be **2000 Hours** from the date of commencement of work.

3. The department reserves the right at the time of award of contract to increase or decrease by up to 25 % the quantity of work specified in the schedule of requirements without any change in the price or other terms and conditions.

4.The equipment should work at the **Kodungaiyur** Landfill site of Corporation of Chennai for a minimum of 7 hours per day and specific request by field officials it should work for a maximum of 12 hrs /day with one hour break for lunch at the discretion of field official and the Equipment should be Marched out daily on or before 8 AM .If necessary, the contractor may have to extend the working hours on need basis as per the written instructions of the field official. Each equipment should work on all days including holidays during the contract period. For after every 100 hours of operation of the bulldozer, 24 hours will be allowed to stop the equipment to carryout the maintenance work. If there is no work on any particular day or days, No Idling charges will be paid.

5.The equipment should function effectively. Fuel filling and maintenance of the equipment shall not be carried out during the working hours. If carried out, a sum of Rs.500/- will be levied as penalty for every such occasion. All such work shall be carried out either before starting of the work or after closure of the work.

6.The Work means cutting trenches and clearing accumulated Garbage at the landfill site mentioned at areas specified as and when by Corporation officials

7.The Contractor should ensure that the Logbooks are written daily and attested by the concerned conservancy Inspector at **Kodungaiyur** Dumping Ground and the hour meter should always be in working condition.

8.In the event of any stoppage of equipment for any reason the hour meter reading shall be entered in the log book and signed by the operator of the equipment and get the counter-sign of the concerned Conservancy Inspector of **Kodungaiyur** Dumping Ground, then and there. The failure to do so will attract a penalty of Rs.1000/- for every such failure.

9.The equipment should be deployed to level the Garbage and debris at **Kodungaiyur** Landfill site and other works etc as and when assigned.

10.The rate should be quoted considering all the costs and the rate in total should be quoted per hour and no extra cost will be paid.

11.The operators should have valid driving license and the equipments should have valid Insurance.

12. The Excavator should not be taken out of the **Kodungaiyur** Dumping Ground Area by the Contractor with out obtaining written permission from the Superintending Engineer/Executive Engineer(SWM) on any reason.

13. The equipment should be parked in the **Kodungaiyur** Landfill site only and the safety of the equipment will be at the risk of contractor only.

14. The contractor should not engage persons below 18 years of age and the operator of the equipment shall not be of the age of above 45 years

15. The successful tenderer will take out the necessary insurance etc, for risk against fire, theft etc.

16. The department is not responsible for any untoward incident or accident to the crew and the contractor shall take all safety measures while attending work. In case of any accident caused to any person including the contractors and corporation workmen or Public or damage to any property/equipments in the course of the execution of the contract, the contractor will be solely held responsible for payment of compensation, Medical aid etc.

17. Complete discipline should be maintained by the crew operating the Hydraulic Excavator like refraining from alcohol consumption while on duty.

18. Corporation of Chennai is in no way responsible for any consequential damage to either man or machinery while execution of works.

19. The work done shall be duly certified by the Asst. Exe. Engr. of Solid Waste Management Department, which shall be recommended for payment.

20. Repairing tools and minimum critical spares like hoses etc., should be available in the machine to avoid undue delay.

21. The contractor shall be solely responsible for any accident to his employee or the public from any causes. What –so-ever and he shall indemnify the Corporation of Chennai against damage to property or injury to person resulting from any such accidents and shall take all steps to ensure payment of insurance charges against all such claims.

22. Contractors Failure: If the contractor fails to fulfil the terms and conditions of the contract or unable to continue the work the Corporation of Chennai has got the right to engage other agency for the work and the resultant excess expenditure if any incurred by the Corporation of Chennai will be recovered from the contractor either from his security Deposit or from the outstanding bills. The contract is liable to be terminated if the tenderer withdraws after execution of agreement or does not take up the works within a week after executing the agreement Security Deposit furnished by him will be forfeited

23. In the event of major failure of the equipment the contractor should supply another equipment having the same capacity within 24 hours of such failure of the equipment. If failing which penalty clause (b) will apply.

24. **PAYMENT TERMS & PENALTY CLAUSE**

PAYMENT

The contractor may submit the bills for after every 300 hours of operation of each Hydraulic Excavator to the Solid Waste Management department for claiming the payment. The contractor shall submit bills to the Superintending. Engineer (SWM) for payments and when the Superintending Engineer (SWM) shall direct

Signature of the tenderer

Certified copy of Log book for the hours of working shall be produced duly attested by Conservancy Inspector and verified by the concerned Assistant Executive Engineer/Assistant Engineer/Junior Engineer along with the bill.

PENALTY CLAUSE:

a) If Equipment is operated less than 7 Hours per day, Rs: 1,000/- will be levied as penalty per day and this will not be applied in case of non requirement.

b) In the event of any brake down during operation, the contractor has to make arrangement to provide a substitute Excavator within 8 Hours , in that case, no penalty charges would be levied other wise penalty at the rate of Rs. 1500/- for every day of Hydraulic Excavator non-operation would be levied and the same will be deducted from the payment as penalty. The waiver of penalty will be only for Three breakdowns for the total contract period. If more than three breakdowns occur penalty should be levied Rs.1500/- for each breakdown.

c) If the Equipments are not deployed within 7 days from the date of receipt of valid order Rs: 1500/- will be levied per day for Hydraulic Excavator and for Subsequent days also as penalty till deployment. After 20 days the Contract shall be considered for termination.

d) If the Equipments are not Marched out before 8 AM Daily, Rs: 100/- per Hour will be levied as penalty and for the subsequent Hours until the Marchout of the Equipment On that day

e) If the equipment does not run continuously for Five Days the penalty will be Rs.12,500 in total for the said five days. Further if the equipment not run whether continuously or intermittently, for seven days, in any month, the corporation shall have the liberty to terminate the contract

f) The maximum penalty to be levied shall not be more than Rs. 2500 per day

g) the total penalty during the contract period exceed 25% of the contract value the Corporation shall have the right to terminate the contract.

25) The Superintending Engineer (SWM) shall be the sole judge upon all matters relating to the meaning and consequence of the Specification and conditions of this contract.

26) If at any time during the continuance of this agreement of contractor shall in the opinion of the Superintending Engineer (SWM) have been delayed in doing any supply ordered by reasons of any lock-outs, Strikes, riots, mutinies, wars, fire, storms, tempest or other unexpected exceptional causes the time may be extended by the Superintending Engineer (SWM) as he may consider reasonable.

27) All expenses, damages and other moneys payable to the Corporation by the Contractor under any stipulations in this contract may be retained out of any moneys then due of which may subsequently become due from the Corporation to the contractor under this or any other contract and in case such moneys then due or to become due to the

Signature of the tenderer

contractor by the Corporation shall be insufficient to pay such said expenses, damages and moneys it shall be lawful for the Commissioner of the Corporation to sell and dispose of any or all of the securities deposited by the Contractor and out of proceeds of such sale to reimburse and pay to the Department all the said expenses, damages and money and in case such proceeds of sale of the said securities shall be insufficient, then it shall also be lawful for the department to recover the residue of the said expenses, damages and moneys, in necessary, by legal proceedings against the contractor.

28) The contract shall not be assignable by the contractor.

29) In case the contractor shall fail or neglect or refuse to observe, perform, fulfil and keep all or any one or more or any part of any one or more of the covenants, stipulations and provisions herein contained it shall be lawful for the Commissioner of the Corporation of Chennai without prejudice and in addition to all and every other of the remedies herein before contained on behalf of the department on any such failure, neglect as refusal as aforesaid by writing under his hand to put an end to this agreement and on the expiry of seven days from the date of service of the said writing this agreement shall cease and be void except in respect of any prior action or omission.

30). The tenderer shall note that any claim, dispute or difference arising in respect of the contract the cause of action there shall be deemed to have arising in Chennai and all legal proceedings in respect of any such claim, dispute, or difference shall be instituted in the competent court in Chennai City.

In witness where of the contractor

And

Acting for and on behalf of the Corporation of Chennai and under the direction of the Corporation of Chennai have set their hands the day and the year first above written.

Signed by the said Contractor in the
Presence of Asst. Exe.Engr.(SWM)-

Signature of the contractor
with company seal

Asst. Exe.Engr.(SWM) Exe.Engr.(SWM)

S.E./S.W.M

The common seal of the Corporation
of the city of Chennai was hereunto
duly affixed in the presence of

Commissioner
Corporation of Chennai

It witness where of I hereunto
affix my signature

Signature of the tenderer

SCHEDULE

S.W.M.C.NO.A4/4800 /2010

**CORPORATION OF CHENNAI
SOLID WASTE MANAGEMENT DEPT.**

Schedule for **HIRING HYDRAULIC EXCAVATOR (POCLAIN) MODEL 200 WITH STANDARD BUCKET – ONE NUMBER FOR KODUNGAIYUR LAND FILL SITE** of Corporation of Chennai on hire basis for a period of **2000 HOURS**.

| SL. NO | DESCRIPTION | <u>RATE PER HOUR</u> (Inclusive of taxes) |
|---------------|--|--|
| | | REMARKS |
| 1. | Hiring of Hydraulic Excavator (Poclain) Model 200 with standard Bucket - One Number to be deployed in Corporation Landfill site at <u>Kodungaiyur</u> Dumping Ground for cutting trenches and clearing accumulated Garbage /Debris and other operations etc for 2000 Hours. | |

RATE IN WORDS:

NOTE:

- 1). The terms and conditions are mentioned in the tender form.
- 2) The rate should include fuel, consumables cost, and operator cost, maintenance cost and all other cost and no extra cost should be charged on any account.
- 3) Rate should be quoted both in words& figures. If there is any discrepancy between the rates in words and that in figures, lower of the two will be treated as the correct one.
- (4). The rate shall be inclusive of all kind of taxes.

Address with seal

signature of tenderer

Signature of the tenderer