

THOOTHUKUDI CITY MUNICIPAL CORPORATION

NOTICE INVITING AUCTION FOR SALE OF SCRAP ONLY ONLINE

Roc.No : H1 / 4406 / 17

Date: 08.03.18

Name of Work: - Disposal of Scraps materials of Corporation stores in Thoothukudi city
Municipal Corporation

Earnest Money :- Rs.2,00,000.00

Cost of Auction bid document :- Rs.100.00

Last Date of Receiving :- 11.04.2018 up to 3.00 PM

Date of Opening :- 11.04.2018 (3:30PM)

Completion Period :- As per auction bid terms & conditions.

Certified that this N.I.A. contains 15(fifteen) pages excluding cover pages.

Commissioner,
Thoothukudi City Municipal Corporation,

SECTION-I
(NOTICE INVITING AUCTION)
THOOTHUKUDI CITY MUNICIPAL CORPORATION

Roc.No:

Date:

NOTICE INVITING COMPETITIVE AUCTION BIDDING FOR SALE OF SCRAP OF CORPORATION STORE, THOOTHUKUDI CITY MUNICIPAL CORPORATION

1.0 INTRODUCTION

The Commissioner, Thoothukudi City Municipal Corporation invites bids on online item rate bid for auction of Scrap “as is where is” basis lying at Corporation store as per TINT regulation from bonafied, resourceful & Enlisted Agencies / Contractors, experienced in same nature of job.

Sl. No	Name of disposable scraped materials	Approximate Quantity	Last date of Dropping/ Last date of opening	Earnest Money	Time Allowed For disposal
01	Old Wooden Materials	3000 Kg	11.04.2018 (3:00pm) 11.04.2018 (3:30pm)	Rs.200000/-	15 (fifteen) days
02	old Cast-iron Scraps	100000 Kg			
03	Old iron Materials (M.S)	200000 Kg			
04	Oil Barrel (M.S)	1000 Kg			
05	Old Tyres Small size	200 Nos			
06	Old Tyres Big size	150 Nos			
07	Old Brass Materials	50 Kg			
08	Old other Steel materials	50 Kg			

2.0 SCOPE OF WORK

The scope of work covered the disposal of Scrap of Thoothukudi City Municipal Corporation through auction including weighing, packaging, loading, transportation etc.

3.0 PRICE BIDDING SCHEDULE:

Last date of receiving bid : **11.04.2018 3:00PM**
Bid opening date & time : **11.04.2018 3:30PM**

Earnest Money : **Rs. 200000.00**
Time allowed for disposal of materials : **As per auction bid terms & conditions.**

4.0 DOCUMENTS COMPRISING THE BID

The Bid shall be submitted in **2(Two) parts** in **separate sealed envelopes** properly superscribing N.I.A. No., name of work and bid opening date as follows:

Part-I: Bid Guarantee & Pre Qualification Bid and

Part-II : Price B

Part-I: Bid Guarantee & Pre Qualification Bid:

- i. Containing Bid earnest money as per the stipulations of the Bid Document and cost of bid document in separate sealed envelope.
- ii. Containing Documentary Evidence of the Bidder. The documents to be submitted are including self attested copies of:
 - a). income tax clearance certificate.
 - b). sales tax clearance certificate
 - c). PAN Card
- iii. In the event of any intending bidder **found as debarred by any power utility/Government office from participating in bidding for whatever reasons**, TCMC reserves right for examination/scrutiny of such offer and to take necessary action leading to rejection of the offer.
- iv. Notwithstanding anything contained herein above, the TCMC reserves the right to assess the capacity and capability of bidder to execute the work.

In case of necessity, the bidder(s) may be asked to submit all original documents against the aforesaid points. TCMC shall verify the authenticity of the original document.

Part-II : Price Bid:

The price schedule as per the format indicated in the Bid Price Schedule. The bidder shall quote the rate for all items neatly in figure as well as in words, failing which quotation may be treated as informal. **Highest offered rate for individual items will be considered during evaluation of bids.** In this respect decision of the authority will be final.

5. In case the above scheduled last date for receiving of auction offer against N.I.A. is declared holiday by the State Government, the said N.I.A. will be received up to 3.0 PM on the next working day keeping other clauses of N.I.A unchanged.
6. The Bid for auction of materials shall remain open **for acceptance for a period of 180 (One hundred eighty) days from the date of opening of bid.** If any auction bidder withdraws his offer before the said period or makes any modifications in the terms and conditions of the auction offer which are not acceptable to the TCMC, the TCMC shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely

The **UPLOADED tender form** can be seen and **downloaded** from the website www.tenders.tn.gov.in/. **All the proposals shall be separately sealed with the inscription of proposal (bid) along with tender reference. The offers containing all two (2-Part) proposals shall be sealed in a big envelop with the NIA No. & date of opening scheduled and to be submitted within date specified and shall be opened sequentially in presence of authorized representative of intending bidders.**

The intending bidders should download the Tender form from the website www.tenders.gov.in and the cost of the Tender Form shall be as in 1.0 of this section which shall be deposited in the form of Demand Draft on any Nationalized / Scheduled Bank payable at Thoothukudi in favour of the Commissioner, Thoothukudi City Municipal Corporation in a separate sealed envelope along with bid document. The auction/tender bid document shall be available only in the website as mentioned above and accordingly needs to be downloaded by the intending bidder. **While dropping of the downloaded auction /tender bid, it must be accompanied with the requisite cost of the bid form (Rs. /- only). Non submission of cost of tender/auction form will be treated as non responsive and shall be liable for rejection.** During submission /dropping of the auction/tender, each and every page of NIA document should be signed with seal and will be enclosed with the Pre-qualification bid.

7. The bidder shall be required to deposit earnest money put to NIA in the shape of Demand Draft / Banker Cheque in favour of **Commissioner, Thoothukudi City Municipal Corporation payable at Thoothukudi** on any Nationalized / Scheduled Bank of India along with the bid in a separate sealed envelop. The earnest money deposited shall be adjusted while deposit of sale value. Earnest money will not be refunded before finalization of the process and in no case no interest will be paid for earnest money deposit.

BID NOT ACCOMPANIED WITH REQUISITE BID EARNEST MONEY SHALL NOT BE ENTERTAINED.

8. Auction bids shall be dropped in tender box up to 3.00 PM in the office of the Commissioner, Thoothukudi City Municipal Corporation, Delay in receiving bids by post / courier shall not be considered beyond stipulated time and date.
9. The pre-qualification bid shall be opened on the same day if possible; otherwise the pre-qualification bid shall be opened on the next working day.
10. The bid shall be valid for a minimum period of 180 (One hundred eighty) days from the date of opening of the tender.
11. Address for communication:
**The Commissioner,
Thoothukudi Corporation.
113, Palai road,
Thoothukudi – 628 002.**

GENERAL TERMS AND CONDITIONS:

- i. Conditional offer(s) in tender shall be liable for rejection.
- ii. Acceptance or rejection or deviation of tender terms and conditions shall be finally decided by TCMC
- iii. TCMC reserves the right to withdraw from sale the materials offered for sale in full or part thereof without assigning any reason whatsoever and also retains the option to cancel a deal even after issue of LOA.
- iv. Quality and Quantity:
 - a. The scrap materials offered purely on “as is where is” basis. Pick and Choose method of collection shall not be allowed.
 - b. The tenderer should thoroughly satisfy themselves about the physical condition of materials at the time of inspection.
 - c. The scrap materials will be sold on lot basis. The entire materials lying in the lot shall have to be lifted by the purchaser so as to clear the entire lot at a time.
- v. TCMC also reserves the right to accept or reject highest tender without assigning any reason and may sell the materials to one or more than one tenderer as it may deem fit and no claim / complaint in this regard from the highest bidder will be entertained.
- vi. Intending tenders may seek for any clarification before tendering, submission of offer implies the tenderer has obtained all clarification required.
- vii. **Deposit of Sale Value: The successful bidder shall have to deposit total bid amount in the shape of Demand Draft in favour of Commissioner, Thoothukudi City Municipal Corporation payable at Thoothukudi on any Nationalized / Scheduled Bank of India within 10 (ten) days from the date of issue of LOA.**
- viii. If the entire sale value is not deposited by the successful bidder within the time stipulated above, the bidder shall pay to TCMC a sum of rupees 0.5% (point five percent) per day upto maximum of 7 (seven) days delay. Thereafter the Earnest Money deposited by the bidder will be forfeited without further reference to him. No plea for delay in remittance of the sale value will be entertained.
- ix. The bidder shall sign an agreement with the Commissioner, Thoothukudi City Municipal Corporation within 5 (Five) days from the date of deposit of sale value.
- x. Lifting period: Entire quantity has to be lifted within 15 (Fifteen) days from the date of deposit of sale value. Any delay in lifting of materials beyond the stipulated period shall attract ground rent @0.5% (point five percent) of the sale value per week delay or part thereof.
- xi. The materials will be handed over only to the successful bidder or to his authorized representative whose signature is attested by the bidder.
- xii. Materials removed from the Store should not be dumped outside the Store.
- xiii. The materials should be lifted during the working hours on working days only.
- xiv. **The rates will be considered as basic rate without GST which will be extra as would be applicable on the date of issue of LOA and shall be borne by the bidder.**
- xv. The cost of bid value will be worked out based on the actual weighed quantity of each item only, and the highest quoted bid value will be considered from issue of L.O.A. The quantity only vary plus or minus to the quantity mentioned in the tender document. The actual weighed quantity will be final for arriving the value.

- xv. All kinds of legal proceedings in any matter arising out of the contract shall be subject to the jurisdiction of the appropriate legal court at Thoothukudi.
- xvi. Subletting: Assignment of contract and / or subletting of this contract either in whole or in part is strictly prohibited. TCMC may at its discretion terminate the LOA and forfeit the security money if and when the fact of such parting assignment and / or subletting comes to light.
- xvii. Reserve Price: Bids found lower than the reserve price of each item, TCMC reserves the right to cancel the auction process or to accept the bids where found expedient.
- xviii. Weighing of materials: Weighing of materials will be done under the supervision of authorized officials of TCMC at premises using weighing machine of TCMC. Expenses towards weighing and loading shall be borne by the bidder.
- xix. Lifting and collection:
 - a. Lifting of the auction item from “as is where is” basis will be the total and complete risk & responsibility of scrap purchaser only.
 - b. All statutory requirement and labour enactments should be strictly followed in respect of persons employed by the purchaser(s).
 - c. The purchaser’s representatives, workers, lorry drivers and others will have to strictly observe the working hours & regulations regarding the discipline and security while they are inside the premises of department. Any violation of the regulation regarding discipline & security will lead to forfeiture of security money & termination of the contract by TCMC at his discretion.
 - d. The purchaser(s) must not indulge in any corrupt or unlawful practice while executing the contract / work. If any such case is reported and established, TCMC will have full rights to forfeit the security money and cancel the LOA.
- xx. **CHANGE OF QUANTITY:**
 - a. During the execution of the Contract, TCMC reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions. Such variations shall be applicable for the individual items under the Contract and shall be limited to $\pm 25\%$ of the quantity for which auction has been invited.
 - b. Quantity for which the auction has been invited may vary at the discretion of TCMC. In such a case, if it is found the amount deposited by the bidder as sale value is in excess of the actual quantity sold; TCMC shall refund such excess amount to the bidder followed by TCMC’s payment release procedure.
- xxi. The loading of sold materials should be done only after issue of “gate pass” & “issue note” by the owner under direct supervision of the authorized representative of TCMC. The bidder should sign in the issue note after fully satisfying himself that the entries made therein are correct.

The responsibility of TCMC ends after the materials has been loaded and signing of issue note. TCMC will be no party to any dispute that may arise after the loading has been completed.
- xxii. TCMC shall have the right to withdraw / cancel / issue amendment to the bid documents / supplement or delete any of the conditions or clause stated in the bid document, for which the bidder(s) shall not be entitled to claim any cost / expenses in connection with submission of offer.

SECTION-II

INSTRUCTION TO BIDDERS

1.0 GENERAL INSTRUCTIONS

The bidders are to satisfy themselves by actual site visit to the site of materials at the CORPORATION STORE IN THOOTHUKUDI CITY MUNICIPAL CORPORATION of as regards the prevailing condition of approaches, transportation facilities availability of laborers and availability of materials etc. before submission of bid. Visiting hours shall be restricted only within official working days and intending bidders should obtain appropriate permission in advance from the Commissioner for the same. No claim on this account will be entertained at any stage. The location of the Thoothukudi Corporation, is at a distance of about 2 KM. from Old Bus Stand, Thoothukudi.

2.0 COST OF BIDDING

The Bidder shall bear all the costs and expenses associated with preparation and submission of its Bid including post-bid discussions if any etc. and the TCMC shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.0 THE BIDDING DOCUMENT

3.1 CONTENTS OF BIDDING DOCUMENTS

The actionable goods and services required, bidding procedures and contract terms are as prescribed in the Bidding Documents.

3.2. UNDERSTANDING OF BIDDING DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required in the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder's risk and may result in the rejection of its Bid.

4.0 CLARIFICATIONS ON BIDDING DOCUMENTS

4.1. A prospective Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part or requires any clarification on Bidding Documents should make the request / notify the tender inviting authority of TCMC in writing. The concerned authority of TCMC shall respond in writing to any request for such clarification of the Bidding Documents, which it receives not later than Seven (7) days prior to the deadline for submission of bids stipulated in tender notice. Written copies of the response

(Including an explanation of the query but without identifying its source) shall be sent to all prospective bidders who purchased the tender document.

4.2. Verbal clarification and information given by the Owner or his employee(s) or his representative (s) shall not in any way be binding on the Owner.

5.0 AMENDMENT TO BIDDING DOCUMENTS

5.1 At any time prior to the deadline for submission of bids, TCMC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment(s).

5.2. The amendment shall be notified in writing or by e-mail or cable to all prospective Bidders, who have received the Bidding Documents at the address contained in the letter of request for issue of Bidding Documents from the Bidders. TCMC shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

5.3 In order to afford prospective bidders reasonable time to take the amendment into account in preparing their bids, TCMC may, at its discretion, extend the deadline for submission of bids.

5.4. Such amendments, clarifications, etc shall be binding on the bidders and shall be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the Bid.

6.0 PREPARATION OF BIDS

6.1. LANGUAGE OF BID

The Bid prepared by the Bidders and all correspondence and documents relating thereto, exchanged by the Bidder and TCMC, shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid.

7.0 LOCAL CONDITIONS

7.1. It shall be imperative on each bidder to fully inform him of all local conditions and factors, which may have any effects on the execution of the contract covered under these documents and specifications. The Owner shall not entertain any request for clarification from bidders, regarding such local conditions.

7.2. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the Contract awarded under these specifications and documents shall be entertained by TCMC. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by TCMC.

8.0 DOCUMENTS COMPRISING THE BID

The Bid shall be submitted in 2(two) parts in separate sealed envelopes properly superscribing tender no., name of work and bid opening date as follows:

1st Part: Bid Guarantee & Pre-Qualification Bid.

- i. Containing Bid earnest money as per the stipulations of the Bid Document and cost of bid documents in separate sealed envelope.
- ii. Containing Documentary evidence in fulfilling the requirements as indicated at Sl.No. 4.0 of Section-I of the tender document. The Bidder shall also submit all such other documents deemed necessary in support of their meeting the stipulated qualifying requirement and its credentials.

2nd Part: Part-II- Price Bid

Only the successfully pre-qualified bidders shall be considered for opening of price bid. The commercial bid shall be opened on prior information to all bidders as early as possible. The determination of a Bid's responsiveness will be based on the contents of the Bid itself without recourse to extrinsic evidence. Bids not covering the above entire Scope of Work shall be treated as incomplete and hence rejected.

The Bidder shall quote unit rate (Only Firm rate) in the appropriate schedule of the Bid Form. Bidder shall indicate Bid prices in Indian Rupees only. **Offered price shall be evaluated as per Clause-xiv of "General Terms & Condition" payable on the transactions between the Owner and the Bidder.** As regards the Income Tax surcharge on Income Tax and other corporate taxes, the Bidder shall be responsible for such payment to the concerned authorities Service tax, as applicable on services rendered shall be responsibility of the bidder. TCMC shall not bear any liability on this account.

9.0 BID GUARANTEE

- 9.1 The Bidder shall furnish, as part of its Bid, earnest money for an amount as specified in the Notice Inviting Auction (NIA) in the shape of Demand Draft in favour of the Corporation store in, TCMC payable at Thoothukudi.
- 9.2 The earnest money is required to protect TCMC against the risk of Bidder's conduct, which would warrant the earnest money forfeiture pursuant to Para 9.5.
- 9.3 The earnest money shall be deposited in Indian rupees only.
- 9.4 Any bid not secured in accordance with Para 9.1 and 9.3 above shall be rejected by TCMC as non-responsive.
- 9.5 **The earnest money may be forfeited:**
 - a. If a Bidder withdraws his bid during the period of bid validity specified by the Bidder on the bid form; or
 - b. In case of a successful Bidder fails:
 - i. to sign the contract; or
 - ii. to furnish the performance guarantee.

9.6 **No interest shall be payable by TCMC on the above earnest money.**

10.0 PERIOD OF VALIDITY OF BIDS

10.1 **Bids shall remain valid for 180(one hundred eighty) days after the date of bid opening prescribed by TCMC,** unless otherwise specified in the accompanying Special Conditions of Contract. A Bid valid for a shorter period shall be rejected by TCMC as non-responsive.

10.2 In exceptional circumstances, TCMC may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the response thereto shall be made in writing (including cable or fax). The Earnest money provided shall also be retained upto the extended period. No interest shall be payable by TCMC for retaining the earnest money upto the extended period. A Bidder may refuse the request without forfeiting the earnest money deposited by him. A Bidder granting the request shall not be required or permitted to modify his Bid.

SUBMISSION OF BIDS

11.0 FORMAT OF BID

11.1 The Bid shall be submitted in two parts as described in clause no. 8.0 of Section – II.

11.2 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

12.0 SIGNATURE OF BIDS

12.1 The Bid must contain the name, residence and place of business of the person making the Bid and shall be signed and sealed by the Bidder with his usual signature.

12.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).

12.3 Bids by Corporation / Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorized to Bid on behalf of such Corporation / Company in the matter.

12.4 A Bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent', or other designation without disclosing his principal shall be rejected.

12.5 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid.

12.6 The Bidder's name stated on the proposal shall be exact legal name of the firm.

12.7 Bids not conforming to all the above requirements may be disqualified.

12.8 The original auction bid document shall be signed by the tenderer / bidder on all pages and will be enclosed with the commercial bid.

12.9 The Bidder shall have to give a DECLARATION that he / they have gone through the details of the bidding document.

13.0 SEALING AND MARKING OF BIDS

13.1 The two-part bid document shall be submitted followed by the Clause No. 8.0 of Section-II. and the envelopes shall be addressed as follow.

Address:

**The Commissioner,
Thoothukudi Corporation.
113, Palai road,
Thoothukudi – 628 002.**

13.2 The earnest money must be submitted in a separate sealed envelope with pre-qualification bid.

14.0 DEADLINE FOR SUBMISSION OF BIDS

14.1 The Bidders have the option of sending the Bid by registered post or submitting the Bid in person. Bids submitted by telex/telegram/fax shall not be accepted. No request from any Bidder to TCMC to collect the Bid from airlines, cargo agents etc. shall be entertained.

14.2 Bids shall be received by TCMC at the address specified below, not later than the time & date mentioned in the Invitation to Bid.

**The Commissioner,
Thoothukudi Corporation.
113, Palai road,
Thoothukudi – 628 002.**

14.3 TCMC may, at its discretion, extend this deadline for the submission of Bids, in which case all rights and obligations of TCMC and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

15.0 LATE BIDS

15.1 Any Bid received by TCMC after the time & date fixed or extended for submission of Bids prescribed by TCMC, shall be rejected and/or returned unopened to the Bidder.

16.0 MODIFICATION AND WITHDRAWAL OF BIDS

16.1 Once the intending bidder submits/dropped his/her bid offer, modification/correction /withdrawal of bid(s) shall not be allowed/accepted.

16.2 No Bid shall be modified / withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a Bid during this interval shall result forfeiture of the earnest money deposited by the bidder.

BID OPENING AND EVALUATION

17.0 OPENING OF BIDS BY TCMC

17.1 First the cover containing Earnest money as per relevant clause of NIA and required documents of qualifying requirement as per clause 4.0 of Section-I shall be opened and only those Bidders whose Bid contains Earnest money and documents of qualifying requirements as per the stipulations of NIA shall be considered eligible for opening of Part-II (Price Bid) of the Bid.

In case the above schedule date of opening of Bid is declared holiday by the State / Central Govt. the Bid will be opened on the following working day keeping time unaltered. \

17.2 The Bid and its all parts shall be opened in the presence of Bidders' or representative (only one person) duly authorized by the bidder at the date and time scheduled for opening of bids indicated in the NIA or in case any extension has been given thereto. The Bidder / representative shall sign in a register evidencing their attendance.

No person / agent shall be allowed to present during opening of Bid without valid authorization from the concerned bidder.

17.3 The Bidders name, bid prices, modifications, bid withdrawals and the presence or absence of the requisite earnest money and such other details as TCMC, at its discretion, may consider appropriate shall be announced at the opening.

17.4 No electronic recording devices shall be permitted during bid opening.

18.0 CLARIFICATION OF BIDS

18.1 To assist in the examination, evaluation and comparison of Bids, TCMC may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

19.0 PRELIMINARY EXAMINATION

19.1 TCMC shall examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.

19.2 **Arithmetical errors shall be rectified on the following basis:**

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Bidder does not accept the correction of the errors as above, his bid shall be rejected and the amount of earnest money shall be forfeited.

The Bidder shall ensure that the price(s) furnished by him are complete. In the case of not quoting of rates of any item (supply / erection) in the specified price schedules of the Bid Form, TCMC shall be entitled to consider the highest price of the tender for the purpose of evaluation and for the purpose of award of the Contract, use the lowest prices of the tender.

19.3 Prior to the detailed evaluation, TCMC shall determine the substantial responsiveness of each Bid w.r.t. Bidding Documents. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment or which limits in any way the responsibilities or liabilities of the Bidder or any right of TCMC as required in these specifications and documents. TCMC determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.

19.4 A Bid determined as not substantially responsive shall be rejected by TCMC and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

19.5 TCMC may waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

20.0 COMPARISON OF BIDS

20.1 **For comparison, individual bid price shall be considered as per Clause of NIA**

20.2 Evaluated bid prices of all the bidders shall be compared among themselves to determine the **Highest evaluated Bid** and, as a result of this comparison, the **Highest Bid** may be selected for award of the Contract.

21.0 CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by TCMC to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Owner and/or his employees/representatives on matters relating to the bids under consideration. TCMC, if necessary, shall obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders shall not be permitted to change the substance of the bids after the bids have been opened.

AWARD OF CONTRACT

22.0 AWARD CRITERIA

22.1 TSECL shall award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the **Highest evaluated Bid**, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. TCMC shall be the sole judge in this regard.

22.2 Further, TCMC reserves the right to award separate Contracts to two or more parties in line with the terms and conditions specified in the accompanying in the NIA.

23.0 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

23.1 TCMC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action.

24.0 NOTIFICATION OF AWARD

24.1 Prior to the expiration of the period of bid validity and extended validity period, if any, TCMC shall notify the successful Bidder in writing by registered letter or by cable or telex or FAX, to be confirmed in writing by registered letter, that his Bid has been accepted.

24.2 The Notification of Award / Letter of Award shall constitute the formation of the Contract.

24.3 The approved bidder on receipt of the LOA has to confirm unconditional acceptance of the same.

25.0 SIGNING OF CONTRACT

25.1 At the same time as TCMC notifies the successful Bidder that its bid has been accepted, TCMC shall send the Bidder the detailed LOA.

26.0 CORRUPT OR FRAUDULENT PRACTICES

26.1 TCMC expects the bidders / suppliers / contractors observe the highest of ethics during the process and execution of such contracts. In pursuance of this policy, TCMC, Defines for the purpose of this provision, the terms set forth below as follows;

i) "Corrupt practice" means offering, giving, receiving or soliciting of anything of value to influence the action of a official in the process or in contract execution, and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a process or the execution of a contract to the detriment of the owner, 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 owner from the benefits of free and open competition.

TCMC will reject a proposal for award if it determines the bidder recommended for award has engaged a corrupt or fraudulent practice in competing for the contract in question.

TCMC will declare a firm ineligible, either indefinitely or for a stated period of time, if owner any time, determines that the firm has engaged corrupt / fraudulent practices in competing for, or in executing the contract.

PRICE BIDDING SCHEDULE

Name of Work: - Disposal of Scraps materials of Corporation store in Thoothukudi City
Municipal Corporation.

Sl. No.	Name of materials	Approximate Quantity	Unit per Kg	Rate Quoted		Amount Rs.
				(in figure)	in words	
01	Old Wooden Materials	3000 Kg	Kg			
02	Cast-iron Scraps	100000 Kg	Kg			
03	Old iron Materials (M.S)	200000 Kg	Kg			
04	Oil Barrel (M.S)	1000 Kg	Kg			
05	Old Tyres Small size	200 Nos	No.			
06	Old Tyres Big size	150 Nos	No.			
07	Old Brass Materials	50 Kg	Kg			
08	Old other Steel materials	50 Kg	Kg			

Signature of the bidder
Name in block letter

Full Address with contact No.

DECLARATION

I / We hereby declare that I / we have personally gone through the Bid-Documents of Contract, instructions etc. incorporated in the Bidding Document for the auction and I / We do agree to abide by all the rules and regulations of Thoothukudi City Municipal Corporation.

SIGNATURE OF THE TENDERER/BIDDER

[Validate](#)[Print](#)[Help](#)

Item Rate B

Tender Inviting Authority: Commissioner, Thoothukudi City Municipal Corporation

Name of Work: Disposal of Scraps packing materials of Corporation stores in Thoothukudi city Municipal Corporation

Contract No: H1/4406/2017

Name of the Bidder/
Bidding Firm /
Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	13	53	55
1	Old Wooden Materials	3000.00	Kg			0.00	INR Zero Only
2	Cast-iron Scraps	100000.00	Kg			0.00	INR Zero Only
3	Old iron Materials (M.S)	200000.00	Kg			0.00	INR Zero Only
4	Oil Barrel (M.S)	1000.00	Kg			0.00	INR Zero Only
5	Old Tyres Small size	200.00	No			0.00	INR Zero Only
6	Old Tyres Big size	150.00	No			0.00	INR Zero Only

7	Old Brass Materials	50.00	Kg			0.00	INR Zero Only
8	Old other Steel materials	50.00	Kg			0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					

