

# CITY MUNICIPAL COUNCIL, SHAHABAD

Office of : **Municipal Commissioner**  
**City Municipal Council,**  
**Railway station Road, Shahabad**  
**08474-204439**

---

## **Performa of Quotations for Providing Electronic (Solid state)** **Chokes 36W**

City Municipal Council, Shahabad, invites interested bidders, manufactures and authorized dealers for Providing Electronic (Solid state) Chokes 36W in CMC, Shahabad limits under the Energy Conservation Project, under 12<sup>th</sup> Finance Grant from Government of Karnataka, Bangalore, sanctioned from Directorate of Municipal Administration, Bangalore, vide order No.: 179 / 2005-06 dated 11-10-2006. The Terms and Conditions of the Tender are follows:

### **Terms and Conditions:**

1. Each Tenderer shall submit a maximum of one (1) Quotation against this enquiry. Any tenderer who submits more than one Quotation will be liable for disqualification.
2. At any time prior to the last date of submission of tender CMC, Shahabad, for any reason, whether at its own initiative or in response to clarifications requested by any tenderer, modify the tender document by the issuance of addenda.
3. The Tender shall remain valid for a period of THREE calendar months from the last date of submission of the tender. ULB reserves the right to reject any Tender, which does not meet this requirement.
4. The tenderer should use the all the fittings and accessories of brands confirming to IS standards and as per technical specifications in the bid document. The tenderer should submit proof from the manufacturer that this material confirms to IS standards and also the technical specifications as specified in the tender documents, otherwise tender is liable to be rejected.

### **5. Qualification Requirements:**

The Tenderer who participate in this tender enquiry need to have following qualifying requirements failing which the tender will not be considered. The documents to prove his capability shall also be enclosed. Tenderer should have:

- a) A valid license of the Firm / Company / Agency from any ULB, in Karnataka State or any other Indian State

b) Shall have satisfactorily carried out similar kind of works with an estimate cost of Rs. ONE Lakh and above, in any institutions, in past THREE years period.

6. **Earnest Money Deposit (EMD):** The Tender shall be furnish an EMD of Rs.2,188/- [Rupees TwoThousand, One Hundred and Eighty Eight only] in the form of a crossed demand draft / banker's cheque drawn in favor of "Municipal Commissioner, City Municipal Council, Shahabad", on any Nationalized Bank, payable at Shahabad

7. **Sealing and Marking of Tender:** The tenderer shall fully seal the envelope, and mark cover as "Quotation for Providing Electronic (Solid state) Chokes 36W", with address of the Firm. The quotation shall only be in given Performa. The contractor shall quote the rates inclusive of all the TAX, and Service Charges.

8. **Opening and Evaluation:** The Quotation shall be opened on predetermined date and will be evaluated as per the criteria with the requirements of the tender. In the event of acceptance of the preferred tenderer with or without negotiations, ULB shall declare the 'Preferred Tenderer' as the Successful tenderer. ULB will notify the Successful Tenderer through a Letter of Award (LoA) that its Tender has been accepted.

9. The 'Successful tenderer' shall execute the Agreement within 7 Days of the issue of LoA or within such further time as ULB may agree to in its sole discretion.

10. **Program of the work:** The Contractor shall execute all the works assigned to him, as per the specification set out in the Performa within THREE months from the date of agreement

11. **Terms of Payment: Only 80% of the bill amount of the value of work done, shall be paid to the Contractor, and the remaining 20% of the value of work done from the bill will be retained as retention amount, which shall be released only after the defect liability period of 12 months. No interest shall be paid on the retention amount.** The amount deposited as Security Deposit shall be released only after issuance of provisional completion certificate by the ULB.

**Municipal Commissioner  
CMC, Shahabad**

# Performa of Quotation for the Project

(On the letter head of Tenderer)

Date:

To,  
The Commissioner,  
CMC, Shahabad

Dear Sir/Madam

Sub: Submission of Tender Document for Electronic (Solid state)  
Chokes 36W in CMC, Shahabad limits.

Ref: Your notification no: \_\_\_\_\_ dated \_\_\_\_\_

Having gone through the tender document and having fully understood the scope of work for the project as set out by [insert the name of municipality] and the product specifications as mentioned in **Terms and Conditions**, I/we are pleased to inform that we would charge as below the execution of the works envisaged under the scope of work indicated in this tender document.

Sl. No.	Name of Work	Unit	Quantity	Rate	Total Cost
1	<b>Supplying and fixing of Electronic (Solid State) Chokes 36W (Confirming to IS standerds) in CMC Shahabad from 1 to 27 wards</b>	No	250		
	<b>Total</b>				
	<b>(Total Rs in Words)</b>				

Note: All the rates quoted shall include the total expenditure inclusive of taxes, if any. We have reviewed all the terms and conditions of the tender and would undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be, no deviations from the stated terms and conditions contained therein. We hereby declare that there are, and shall be, no deviations from the stated terms in the tender document.

Yours faithfully,

For and on behalf of (*Name of Tenderer*)

*Duly signed by the Authorized Signatory of the Bidder*

*(Name, Title and Address of the Authorized Signatory)*

## Performa of Agreement for the Project

Page No. 1 of 3

NON JUDICIAL STAMP PAPER RS 50/-

Name of the Work : Providing Electroni (Solid State)  
Chokes of 36W inCMC, Shahabad  
limits

Contract Amount in Rs : Rs:

This **AGREEMENT** entered into on this the *[Insert date]* day of *[Insert Month]*, Two Thousand and *[Insert Year]* at *[Insert Place]*;

### BETWEEN

*[Insert name and address of ULB]* acting through *[Insert name]*<sup>1</sup>, (hereinafter referred to as “**ULB**” which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns); OF THE ONE PART

### AND

*[Insert name and registered office address of the selected bidder]*, (hereinafter referred to as “**the Contractor**” which expression shall unless excluded by or repugnant to the context, be deemed to include its permitted successors and permitted assigns), OF THE OTHER PART

ON BEHALF OF ULB

CONTRACTOR

\_\_\_\_\_

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The contractor covenant/s agree / s with the ULB that the contractor/ s with in the time schedule of THREE months from the date stipulated in the acceptance letter shall execute and fully complete all the works specified described or referred to in and by the said tender or as amended according to the true intent and meaning of the said tender or as amended and as per the Scheduled Bill of quantities, Particular Specifications, ISI Specification, Drawings & Instructions issued from time to time, Special Conditions of the Contract, Scope & Performance Schedule, General Conditions of the Contract.

The Contractor/s covenant/s and agree/s with the ULB to truly observe, perform, fulfill & submit to the said terms obligations and conditions referred above. Incase the contractor fails to execute the work in the manner described in the condition of Contract or stops the execution of work or fails to carry out the works to the satisfaction of the ULB with respect to quantity, quality and time schedule or abandons the work or becomes bankrupt then the ULB will have right to terminate the contract and get the remaining work executed at the risk and cost of the contractor. It is agreed that, time is of the essence of this contract. Incase the work is not completed in the manner mentioned above to the complete satisfaction of the ULB in every respect within the aforesaid time limit of THREE months form the date stipulated in the Work Order the Contractor/s agree/s to pay compensation of 1% of the value of the contract sum for each week of delay beyond the date stipulated for completion however subject to a maximum of 10% of the value of the contract sum.

2. In consideration of the satisfactory work executed by the contractor/s with the provisions as stated above the ULB covenant/s with the contractor/s that they will pay to the contractor/s from time to time in accordance with Schedule Bill of quantities and various terms and conditions as contained in General Conditions of the contract and Special Conditions of the contract, provided that whether or not the work is satisfactory, shall be decided by the ULB and its decision in this behalf shall be final and binding.

3. The rates for items whether termed as extra items or deviations or by whatever name it is called and which are not covered in the Bill of Quantities will be worked out in accordance with Clause.

4. Sales Tax, VAT, by whatever name it may be called and in whatever from it may be, in all cases shall be the contractor's / Contractors responsibility. Income Tax, Works contract Tax, Service Tax payment shall be the responsibility of the Contractor and Tax amendment and validation ordinances and or the Act thereof and or other amendments as may be made from time to time or taxes as result of subsequent orders/ ordinances/ acts as issued by the State or Central Govt. from time to time shall be borne by the Contractor/s.

5. The contractor shall abide by and shall be responsible for all statutory provisions of the law such as labour laws & safety regulations etc.

6. This agreement further witnesseth that the contractor/s hereby covenant/s with the ULB that in the event of the non fulfillment in any respect by the contractor/s of the said covenant/s terms, agreements, obligations and conditions on the part of the contractor/s, the contractor shall pay on demand to the ULB all losses, damages, costs, charges and expenses as the ULB may be directly or indirectly put to in consequences of such non fulfillment of contract by the contractor/s.

7. In the event of any dispute arising out of or in connection with the arbitration proceedings, or any proceedings being taken subsequent to the arbitration proceedings, it is further agreed that only the courts in Shahabad, Karnataka shall have the sole jurisdiction in the matter.

8. The following documents are deemed to form part of the agreement, namely the tender, the priced bill of quantities, the drawings issued for the work, Particular Specifications, Special Conditions of the contract and General Scope performance Schedule Conditions of the contract, all of which for the purpose of identification have been signed on behalf of the ULB and by the contractor/s. The relevant ISI will also form part of this agreement. The letter of Acceptance and their amendment etc. shall also form part of the agreement.

9. The agreement further witnesseth that the contractors is also responsible for any accident or other compensation payable to the workmen employed by and working under the control of contractors. The ULB has no liability in the matter and that if any payment would have to be made by the ULB, the same shall be reimbursed by the contractors on demand and or recovered from the dues of the contractors. In witnesseth whereof the said parties here to have unto set their hands.

**IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.**

SIGNED SEALED AND DELIVERED

For and on behalf of THE ULB by

(Signature)  
(Name)  
(Designation)

SIGNED, SEALED AND DELIVERED

For and on behalf of the Contractor by:  
In the presence of.

- 1)
- 2)