

AHMEDABAD MUNICIPAL CORPORATION
MAHANAGAR SEVA SADAN, AHMEDABAD
CENTRAL STORES, JAMALPUR
SHORT TERM TENDER NOTICE NO. 11/2009-10

Sealed tenders are invited from experienced & renowned manufacturers for yearly rate contract for procurement of “SUPPLY OF 100 MM TO 1000 MM DIA K-9 CLASS D.I.C.L PIPES CONFORMING TO IS:8329-2000 BEARING ISI MARK AND SUITABLE FOR PUSH-ON JOINTS.”

Each tender duly filled in, Sealed and Superscribed “Tender no. _____ for _____” should reach the Tender Officer, Central record Department, Ahmedabad Municipal Corporation, Ahmedabad-380001 (Gujarat) strictly by Regd. A.D./Speed post only on or before 5/04/2010 up to 5.00 p.m and tenders will be opened on 6/04/2010 at 3.00 p.m. in the presence of participating tenderers.

E. M. D. and Tender fee must be paid by all tenderers along with tender by two separate Demand Drafts/Bank Guarantee/Pay Order in favour of “MUNICIPAL COMMISSIONER, AHMEDABAD”. The tenders without EMD or Tender Fee will not be considered.

Interested Bidders may download the Tender documents from AMC’s website www.egovamc.com

The rates should be quoted strictly in tender computerized Performa copy duly typed or computerized type format very clearly as per page no. “15”. Hand written tender copy will not be entertained.

Supply of ISI Marked 100 mm to 1000 mm Dia.K-9 Class D.I.Pipes (With Rubber Ring) Confirming to IS:8329/2000 bearing ISI Mark and Suitable for Push on Joints.				
Tender No. C.S.T.	Size of D. I. Pipe	Quantity Total Rmt	Tender Fee Non-Refundable. Rs/P.	E. M. D. Rs./P
190	100 mm	65000	18,000/-	32,00,000/-
	150 mm	50000		
	200 mm	23000		
	250 mm	9000		
	300 mm	7500		
	350 mm	2500		
	400 mm	2300		
	450 mm	5000		
	500 mm	1500		
	600 mm	2000		
	700 mm	225		
	750 mm	250		
	900 mm	150		
1000 mm	250			

The Ahmedabad Municipal Corporation reserves the rights to accept or reject any or all tenders in full or part without assigning any reasons thereof.

**DY. MUNICIPAL COMMISSIONER
(NEW W. Z. / M.M.)**

**AHMEDABAD MUNICIPAL CORPORATION
MAHANAGAR SEVA SADAN, AHMEDABAD
CENTRAL STORES, JAMALPUR
TENDER NO. C. S. T. 190 FOR YEARLY RATE CONTRACT**

Tender for :

Supply of ISI Marked 100 mm to 1000 mm Dia.K-9 Class D.I.Pipes (With Rubber Ring) Confirming to IS: 8329-2000 bearing ISI Mark and Suitable for Push on Joints.

Tender No. :- C. S. T. No. 190 / 2009-10

Tender Fees: - As mentioned in page no. 1

Earnest Money Deposit: - As mentioned in page no. 1

Tender Submission Date for Tender No. 190 :- 5/04/2010

Time:- 05.00 p.m.

Tender Opening Date for Tender No. 190 :- 6/04/2010,

Time:- 3.00 p.m.

Place of Tender Submission and Opening :- Tender Officer, central record department,
Municipal Corporation, Danapith, Ahmedabad

The Tender Must be Sent by Register A.D./Speed post Before Tender Submission Date and Time.

INSTRUCTIONS FOR TENDERER

"FOR PROCUREMENT OF SUPPLY OF 100 MM TO 1000 MM DIA K-9 CLASS D.I.C.L PIPES CONFORMING TO IS: 8329-2000 BEARING ISI MARK AND SUITABLE FOR PUSH-ON JOINTS".

(1). ELIGIBILITY FOR BIDDING

Manufactures having ISO-9001/9002/2000 certificate & ISI mark certificate are only eligible to compete in their own name in this bid and accordingly rate contract agreement will be executed with manufacturer only. However, manufacturer may designate only one AGM/Sr. Officer through an appropriate power of attorney acceptable to AMC who may deal with AMC on his behalf. The specimen signature of authority signatory of the bidders shall be given in the tender so that during the validity of contract the correspondence from that the signatory authority will be entertained.

(2). QUOTING RATES

a) The rates quoted shall be inclusive of excise duty, insurance, freight/carting, loading, unloading, CST/GST(VAT), and stacking at AMC Central Stores. Any increase/decrease in Statutory Central and State Taxes/Duties/levies due to Govt. Policies will be effective accordingly in submitted quoted rates. For this purpose, break-up of all duties/ levies/ taxes have to be furnished as a part of the quoted rates. The Successful tenderer/bidder or awardee agency shall extend all the benefits to the AMC such as free samples of the products, materials, goods, articles including any kind of discount, rebate, incentives or Excise exemption benefit under Govt.of India Notification No.6/2006, as amended by Central Excise Notification No.06/2007- dated March 1, 2007, in case AMC provides Excise Exemption Certificate.

(3). SUBMISSION OF BID DOCUMENTS

Bidders should submit their offer in tender computerized Performa copy duly typed or computerized type format for each tender very clearly as per page no. "15" so as to reach on or before the prescribed date and time. Hand written tender copy will not be entertained.

(4). The Manufacturer has to furnish the details of actual performance of last three years for verification of manufacturing capacity of firm or submit last three years purchase/work order details.

(5). The tender shall be rejected outright if;

- a) Tender is in the name of person OR firm who is not a manufacturer.
- b) Tender fees and earnest money deposit not received in time by separate D.D./pay order or by bank guarantee (nationalised/scheduled bank) in case of EMD only along with each tender as prescribed by AMC.
- c) If Bidder has given indefinite OR vague delivery period and not accept clause of dispute as per tender terms and conditions.
- d) If Bidder has quoted rates with additional condition and counter conditions.
- e) In case of any deviation in the specifications, terms and conditions of the tender.
- f) If the tender is not duly filled in, Sealed and Superscribed as above by the Manufacturer.
- g) The tender documents are not signed affixing the stamp by an authorised signatory, tender documents submitted are incomplete and/or ambiguous in any respect. Even non compliance of provisions, requirement in tender will render it disqualified.
- h) Any of the pages of the tender is removed or replaced.

Signature of Tenderer /Manufacturer

Place:

Date:

TERMS & CONDITIONS

Bidders should read general terms and conditions of Bid documents, technical specifications and following instructions thoroughly and carefully before submitting the bid.

- (1). The tenderer should only quote rates in current coinage of RS./P. in terms of units of metric system of length, weight and volume.
- (2). Materials conforming to Indian Standard specification manufactured in India should be offered quoting their I. S. I. Specification number. The reputed qualities of B.I.S. Specification and a like may also be offered giving complete details of the manufacture.
- (3). Samples whenever called for or required to be given with the tender must be delivered at Municipal Central Stores at Ahmedabad usually before the time and date of opening of tender. They should be sent freight paid either by Railways or Motor transport service with payment of all duties & taxes thereon and should be taken back either ways at their costs and risks on being so informed on decision of tender. The Corporation will not be responsible for any damage or loss to them in transit either ways. The sample less than or any a rupee worth will not be returned at all. In Case where the corporation has to pay freight or any charges for these samples, the same will be recovered at first instance from the earnest money or any other amount of the tenderer payable by the Corporation.
- (4). The tenderer shall have to submit a “test report” as to examination analysis having been done regarding purity, geniuses, fitness, satisfaction of the product, material, goods, articles supplied every time. In addition, AMC may also send the materials supplied by the successful tenderer for test(s)/analysis to ensure that the supply made is not of inferior standard, quality but conforming IP/BP/USP and/or BIS/ISO standards(s) as the case be taking into consideration the specification(s). Also, AMC will have the right to reject the defective products, materials, goods, articles as well as the same having working life less than the normal required time and/or the working life of the same is falling overdue in near future and/or expiry period, date is abnormally less and falling due in near future preventing the use, utilization of the required supplies.

The tenderer will have to pay the cost thereof and will also have to pay the cost of

products, materials, goods, articles of inferior quality or to replace them against particular batch supplied plus such other amount towards liquidated damages for each default and any such decision at AMC end shall be final and binding upon the tenderer.

(5). On awarding the contract, the tenderer if fails to fulfill the provisions of any of the clauses to supply the products, materials, goods, articles in quantity, time, and at such rate as per page no.15 and/or mentioned in work/purchase order/ Notice of award of contract, fails to replace the rejected supplies to the AMC's satisfaction, the required products, materials, goods, articles will be procured from the open market at the risk and cost of the tenderer.

(6). The quantity shown in the schedule is the approximate quantity requirements of the Corporation to be ordered out by the Central Stores or the concerned other departments of the Corporation.

(7). The Condition, Specification and/or drawings as may be herewith will apply into the offers made in the tender. Discretion will rest with the Municipal Commissioner to accept or not to accept any variations specifically demanded by the tenderer by special reference to the item or items in the tenderers general printed or cyclostyled forms. Unless so pointed by reference to item or items number in the tender or covering letter. With the tender, they will be deemed to be non-existent and will not affect, after of override any of the terms or conditions of this tender.

(8). The tender should be duly signed by the Proprietor, Partner, Manager / Director as the case may be of this designation in the firm, partnership, public or private limited or unlimited companies of co-operatives. The signatory should write or get typed his initials or name below his signature in first alphabets and should also fix Stamps or Seal of the Concern, putting his designation therein. The person of the firm etc. as may be, to whom this tender is issued will be liable to the Corporation irrespective of any defect in the authority of the person so signing the tender.

(9). When the contract consists of the execution of work, such work shall be done in the most finished manner in accordance with the description contained in the specification and order to entire satisfaction of the officer getting the work executed. In case of the work not approved by the officer getting the work executed, it will be condemned and not paid for any type of bill.

(10). The manufacturer concerned and the suppliers concerned shall afford or procure as the case may be, every facility to Indian Apprentices for practical training in factories, work-shops or officer, owned, managed controlled patronised by them so as to enable Indian apprentice to acquire full knowledge of the technique and work of their industry calling or profession.

(11). The Ahmedabad Municipal Corporation being consumer of goods in this tender, tenderer has to pay Sales Taxes and other taxes and charges legally chargeable. So unless they are specifically stated as chargeable extra over quoted rates in this tender, the rates will be deemed to be inclusive of all these taxes & charges and they will not be paid at all by the corporation to the tenderer.

(12). Validity Period of this tender should not be less than four months from the date of opening of the tender. Time limit of this tender is one year from the date of sanctioning as it is a rate contract supply.

(13). The tenderer should pay Earnest Money Deposit (EMD) as mentioned for each tender by Demand Draft, Bank Guarantee (nationalised/scheduled bank) or Pay order payable /drawn in favour of "Municipal Commissioner, Ahmedabad" along with the submission of tender. Tender/bid without EMD or that of insufficient amount will not be considered.

The Earnest Money stated in the tender, if not paid before the date & opening of, it will liable to rejection at the discretion of the Municipal Commissioner. Earnest money is to be paid by pay order, bank guarantee or demand draft only, if earnest money is paid by a cheque the tender will not be considered.

(14). The successful tenderer/bidder whose tender is accepted shall have to deposit a sum equal to five percent (5%) of the contract amount as Security Deposit for due fulfillment of the contract awarded by a Demand draft or FDR or Bank guarantee drawn in favour of "Municipal Commissioner, Ahmedabad " and shall have to execute and agreement on stamp paper at tenderer's costs within 15 days from the date of receipt of first notice of the acceptance of tender demanding deposit and costs of contract paper. If the tenderer fails to make deposit and also to execute the agreement within 15 days of notice to do so, the Earnest-money or its counterpart as may be will be forfeited at the discretion of the Municipal Commissioner. On such forfeiture the tenderer will be treated as Defaulter.

(15). No interest shall be paid on Earnest Money Deposit (EMD) and/or security deposit (SD) placed.

(16). The tenderer remitting Earnest-Money and the Security Deposit as required in the tender by drafts of banks other than those at Ahmedabad the liability to pay bank collection charges will be of the tenderer. In such cases the amount remitted will be reduced by the corresponding bank-charges paid by the Corporation on its realization and the such reduced amount will be earnest-money or the Security Deposit refundable to the tenderer on satisfactory performance of the contract.

(17). The tenderer should specifically state as whether the entire quantity is offered from ready stock or part thereof from it with deferred installments deliveries of the rest, mentioning in the later case the period by which delivery will be completed of the order. Delivery - time so stated shall be the essence of contract and default thereof will make contractor liable to penalty as per tender terms and conditions.

(18). Delivery should be given within 60 days from the date of order or as per our delivery schedule. In case of extreme emergency works or urgency period supply the materials, articles, products within 20-30 days and should be submitted in writing schedule wise supply chart of materials. If successful tenderer fails to supply the materials as per above clause, penalty will be imposed according to the terms & conditions of the contract. However, AMC reserves the right to alter or change or extend or modify the above 60 days delivery period as may be deemed necessary at any time. The delivery of the supplies through road transport shall be taken only during the office hours on working days. Any loss arising out due to non observances of this instruction will be borne by the successful tenderer.

(19). Unless permitted by the Municipal Commissioner the tenderer will not be allowed to withdraw his tender under any circumstances before the decision is taken by the authority empowered to do so. The Municipal Commissioner will forfeit the Earnest-Money or its counter parts as may be of such tender and will recover only loss that Corporation may suffer by having to pay higher rates on account of such withdrawal of tender.

(20). If the successful tenderer/supplier/awardee agency fails to supply the materials, products, goods, or articles in specified delivery period or any full/half part thereof within

the contracted period or purchase order period of delivery or in case of emergency/urgency works fails to supply the materials after commitment, or fails to fulfill any provisions as per above tender clause or in case the stores are found not in accordance with the prescribed specification/description and/of approved sample, the Municipal Commissioner shall exercise his discretionary power either :-

(a) To recover from the successful tenderer/supplier as liquidated damages a sum not exceeding half a percent of the price of stores which you have failed to deliver as aforesaid per each week or part thereof during which the delivery of such stores may be in arrears, subject to maximum limit of, in the case of an order not exceeding Rs. 1 lac in value, 10 percent and in the case of an order exceeding Rupees one lac in value, 5 percent of the stipulated order price of the stores so undelivered or,

(b) To purchase from elsewhere on your account and at your risk stores so undelivered of other or a similar description without canceling the contract in respect of the consignment not yet due for delivery, or

(c) To cancel the contract.

In the event of risk purchase of stores of similar description the opinion of the Municipal Commissioner shall be final which will be exercised by him only when stores of exact specification are not readily procurable.

In the event of action taken under clause **(a)** or **(b)** above, the tenderer shall be liable for any loss which the Municipal Commissioner may sustain on that account but tenderer shall not be entitled to any saving on such purchases made against default.

The decision of Municipal Commissioner shall be final as regards the acceptability of stores supplied by the tenderer and the Municipal Commissioner shall not be required to give any reason in writing or otherwise at any time for the rejection of the stores.

(21). The tenderer/bidder shall extend all the benefits to the AMC such as free samples of products, materials, goods, articles including any kind of discount, rebate, commission, excise exemption benefit as per past and amended notification of GOI or any other incentives normally offered to any other buyer in the form of gift or otherwise as part of the Sales Promotion Scheme(s). If any such sales promotion scheme(s) is/are already launched by the tenderer and is/are in force while the tender process is on,

mention of details of such scheme(s) all the benefits of the said Sales Promotion Scheme(s) during the continuance of said scheme(s) shall have to be made available during the period of contract.

(22). If the successful tenderer fails to ensure the required supplies as per the order as well as that specified in purchase/work order/notice of award of contract from time to time for the quantity and/or quality, and/or quality and/or in less than the required quantity, or if fails to fulfill the provisions of any of the clauses to supply products, materials, goods, articles in quality, time and at such rate and/or as mentioned in work/purchase order/ Notice of award of contract, fails to replace the rejected supplies to the AMC's satisfaction, the required products, materials, goods, articles will be procured from the open market at the risk and cost of the tenderer. or fails to supply the materials in time for emergency works after commitment, he will be debarred from tendering for two years and AMC will have a right to procure the materials from the suppliers who are reliable and dependable and who can deliver the material in critical period even outside rate contract holders. Also, penalty will be imposed as per tender terms and conditions. In such a case whenever AMC deemed necessary Earnest Money Deposit (EMD) and/or security deposit (SD) will be forfeited at once also.

(23). The quantity shown in the schedule is the estimated approximate quantity requirements of the Corporation to be ordered out by the Central Stores or the concerned other departments of the Corporation

(24). Rates/prices to be quoted should be inclusive of all Statutory Central/State taxes, levies, any other taxes at the time of delivery. Transportation, handling charges, F.O.R at AMC's delivery places charges, packing, forwarding, transit losses, insurance, loading and unloading charges and all other breakage, leakage, losses shall be borne by the tenderer.

Any increase/decrease in Statutory Central and State Taxes/Duties/levies due to Govt. Policies will be effective accordingly in submitted quoted rates. For this purpose, break-up of all duties/ levies/ taxes have to be furnished as part of the quoted rates. The Successful tenderer/bidder or awardee agency shall extend all the benefits to the AMC such as free samples of the products, materials, goods, articles including any kind of discount, rebate, incentives or Excise exemption benefit under Govt. of India Notification

No. 6/2006, as amended by Central Excise Notification No. 06/2007- dated March 1, 2007 in case AMC provides Excise Exemption Certificate.

Ahmedabad Municipal Corporation is a local self government and the procurement of products, materials, goods, articles are going to be solely used, utilized for public amenities and purposes and also for relief to the poor through out its various departments. Hence, pass on benefits of exemption, concession etc., if any, in Central/State taxes, levies etc. to the AMC.

(25). Tender once submitted, shall not be withdrawn till the time limit of rate contract period of one year for that tender and acceptance remains in force or else the EMD/SD shall be liable for forfeiture.

(26). The liability as to any damages and/or loss otherwise to any movable or immovable properties, assets during loading, unloading or otherwise during the period of supply, otherwise during the period of supply, whether knowingly or unknowingly done or occurred shall be made good forthwith to the AMC by the tenderer/awardee agency upon a communication made therefore.

(27). Any related dispute shall be subject to AHMEDABAD JURISDICTION only.

(28). The right to accept, reject any full/part or all tender(s) received is reserved and no reason therefore will be given.

(29). The Municipal Commissioner is in no way bound to accept the lowest or any tender and reserves the rights to divide or cancel without giving reasons thereof .Any court case is not allowed for the above tender & final authority for the above tender is Municipal Commissioner.

(30). The tender-papers after being duly filled and signed along with E.M.D. and tender fee should be enclosed in sealed envelope bearing words “ Tender C.S.T no. _____ for Supply of ISI Marked _____ mm Dia.K-9 Class D.I.Pipes(With Rubber Ring) Confirming to IS:8329/2000 bearing ISI Mark and Suitable for Push on Joints.” Due on the left hand top corner of the envelope and tender must be sent by Registered A.D./speed post so as to reach before the time and date of the receipt opening of the tender duly address as to Tender Officer, Central record department, Ahmedabad Municipal Corporation, Danapith, Ahmedabad-1. Each tender must be submitted by separate envelops.

(31). Tenders with incomplete details are liable to be ignored.

(32). Whenever under this contract any sum of money is recoverable from and payable by the tenderer the Municipal Commissioner and Superintendent of Central Stores shall be entitled to recover such sum by appropriating in part or whole security deposited by you if a security is taken against the contractor. In the event of the security being insufficient or if no security has been taken from you, that the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due to you under this or any other contract with the Municipal Commissioner and Superintendent of Central Stores or Municipal Corporation or any other person or persons contracting through Municipal Commissioner or Superintendent of Central Stores. Should this sum be not sufficient to cover the full amount recoverable, the tenderer shall pay to Municipal Commissioner and Superintendent of Central Stores on demand the remaining balance as arrears of Municipal Taxes dues.

(33). Any tender in which time stipulated for payment is less than three weeks from date of receipt of the materials in the Central Stores will not be considered.

DECLARATION

We, the undersigned, agree to supply or do the work mentioned in the schedule as per the tender terms & conditions, specifications and drawing as per the tender. We pay the required Earnest Money of Rs._____ by enclosing Draft/BG/PO No. _____ dated _____ on _____ Bank and Tender Fee (non refundable) Rs._____ by enclosing Draft/PO No. _____ dated _____ on _____ Bank with the tender.

1. Tenderer's business & full address (Give also particulars of officer and residence phone numbers and telegraphic address if any) :-
2. Name of authorised signatory :-
3. Signatory's designation :-
4. Signature
5. Stamp-Seal of the tenderer :-

AHMEDABAD MUNICIPAL CORPORATION
MAHANAGAR SEVA SADAN, AHMEDABAD
CENTRAL STORES DEPARTMENT
TENDER No. C.S.T. :- _____

SCHEDULE OF REQUIREMENT

Name & Description	Size(mm) of D.I.Pipes Dia.- K-9 Class	Approximate Quantity (Rmt)	Rate Rs./P Per (Rmt)
Supply of 100 mm to 1000 mm dia. K-9 class D.I. pipes (with Rubber Ring) out side zinc coating & In side cement mortar lining confirming to IS:8329-2000 bearing ISI Mark and suitable for push on joints.			

N.B.:-

1. Rates should be clearly stating including all taxes, duties, transportation charges, loading, unloading, stacking charges, all other taxes and free central stores delivery or at any A.M.C. site.
2. Delivery should be given within 60 days from the date of order or as per our delivery schedule. In case of extreme emergency works or urgency period supply the materials, articles, products within 20-30 days and supplier should submit in writing schedule wise supply chart of materials. If tenderer fails to supply the materials as per above clause penalty will be imposed according to the terms & conditions of the contract. However, AMC reserves the right to alter or change the above 60 days delivery period as may be deemed necessary at any time.
3. "ONLY USE FOR AMC" should be written on each pipe & pipe dia shall be embossed.
4. Minimum production capacity per annum should be stated.
5. The rates are invited for yearly rate contract for the period of one year from the date of sanction of AMC.
6. EPDM rubber gasket should be supplied with all the pipes free of cost.
7. Test certificate from TCS/SGS obtained and produced with the materials.
8. Rate should be per Meter and not on weight basis.
9. Without copy of valid I.S.I. License Tender will be ignored.
10. Third Party inspection charges should beared by tenderer.
11. The quantity shown in the schedule is an approximate quantity requirements of the Corporation to be ordered out by the central Stores as they required during the contract period and AMC is not bound to follow the above schedule of the requirement and reserves the right to purchase more, less or not any quantity or part/full there of.

12. Authorised signatory

(a) Name :-

(b) Signature :-

(c) Designation:-

(d) Stamp-Seal of the tenderer :-

Details of Bank Account

Ahmedabad Municipal Corporation Central Stores

01	Contractor/ supplier's name	
02	Address	
03	Telephone/ mobile no.	
04	Email address	
05	Permanent account no. (PAN no.)	
06	Name of the bank	
07	Branch name and address	
08	Account type	
09	Account no.	
10	MICR no.	
11	IFSE code no.	
12	Amount payable	
13	Contractor/ supplier's signature and stamp	

Bill Clerk

Accountant

Asst. Manager

**Dy. C. E.
Supt. of C. Stores (I/C)**

(Information should be fill in English capital letters)