

E.D.C.NO.B3/ 8528/2010

DRAFT FOR APPROVAL

CORPORATION OF CHENNAI
EDUCATION DEPARTMENT

TENDER FOR THE SUPPLY OF BISCUITS TO CHENNAI HIGH AND
HR. SEC. SCHOOLS, CHENNAI

Tender Due date :17.09.2010 upto 3.00 P.M.

LETTER OF TENDER SCHEDULE AND CONDITIONS

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EDUCATIONAL OFFICER

M.BALAJI, IAS.,
DEPUTY COMMISSIONER(Edn.)

Due date :17.09.2010 upto 3.00 P.M.

Cost of Tender : Price Rs.9000/-
Plus Sales Taxes 12.5% Rs. 1125 /-
Total Rs.10125/-

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CHECK LIST

The tenderers are requested to verify the following before submitting the tenderers.

1. Letter of tender Schedule to be signed and company seal to be affixed.
2. Corrections to be attested -- Rates written in words.
3. Complete set of documents to be returned.
4. EMD amount to be paid in form of D.D. / if exemption is claimed proof to be enclosed.
5. Wax sealing of cover to be done.
6. Tendered items, due date and time tenderers address to be super scribed on the tender covers.
7. Proof for eligibility criteria copies of documents evidence to be attached.

LETTER OF TENDER

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LETTER OF TENDER

To:

The Commissioner,
Corporation of Chennai,
Rippon Building,
Chennai – 600 003.

Sir,

Ref: Tender for the Supply of Biscuits to the students of X XII std of Chennai high and higher secondary Schools, Chennai.

1. I/we the undersigned do hereby tender for The Supply of Biscuits to Chennai Schools, I/we have mentioned in the schedule herewith enclosed in strict accordance with and subject to the terms, provisions and conditions set forth or mentioned in the Tender Notice and agreement hereto annexed and the schedule thereto.
2. I/we hereby agree that I/We will not withdraw this tender during the period that will be required for intimation of acceptance or non-acceptance as stipulated in the notice to tenderer's such period to date from the last date by which tenders are due to be submitted to the Corporation and if I/we do so withdraw. I am/we are liable to forfeit the tender deposit.
3. I/We further undertake and agree to security deposit up to the value of 2% (Two) of the total tender value with the Corporation of Chennai ,within seven days of communicating the acceptance of this tender to me by the Corporation of Chennai . I/We also agree to execute and register at my/our cost an agreement in the form of the said agreement and schedule attached within a week of the said acceptance has been communicated to me/us failing which the sum of Rs 42,850/- (Rupees Fourty two thousand eight hundred and fifty only) towards E.M.D. accompanying this tender shall be forfeited to the Corporation.
4. I/We hereby agree to pay higher Security Deposit up to maximum of ten percent if insisted upon by the Commissioner, Corporation of Chennai
5. I/We further agree to pay penalty, in case of failure supply as per the tender condition.
6. If E.M.D. exemption is claimed, I/We hereby undertake that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the Tender/Agreement, I/We shall pay the E.M.D./S.D., amount/actual loss incurred, whichever is more.

As witness my/our hand, this..... day of
..... Two Thousand Five

Signature under Company Seal.

.....
N.B: This form should be duly filled in and signed by the tenderer

SIGN.AND SEAL OF THE TENDERER

SPECIFICATION

SPECIFICATION OF THE BISCUITS

The school children require Micro Nutrients for the overall growth and for favorable morbidity and cognitive function. Biscuits fortified with Iron, Iodine, Calcium and Vitamins (D,B1,B6,B12 etc.) help in the Mental development and learning ability of school children and as per the Nutrition information per every 60 gms provided in the enclosed format of different branded biscuits, Hence, Biscuits with the above specification are recommended for distributing to the school children for the above said reasons.

SIGN. AND SEAL OF THE TENDERER

1. TENDER

This Tender has to be delivered up to 3.00 P.M. on 17.09.2010 in the tender box of Education Department kept at tender sales counter, Corporation of Chennai, Ripon building, Chennai-600 003.

- 2 I/We do hereby tender for the supply of Biscuits in accordance with the conditions and specifications noted herein in consideration of payment being made for such the supply of Biscuits at the respective rates specified in the following schedule.

2. SECURITY DEPOSIT

I/we hereby undertake and agree to forward within seven days after the notification of the acceptance by the Corporation of this tender, Security deposit in cash or in the form of Small Savings scripts/deposit/accounts in favour of the commissioner, Corporation of Chennai upto the value of 2% of the tender amount, as a guarantee for the due fulfillment of my /our contract and I/We agree to execute at my/our cost the agreement attached within seven days after notification of acceptance of this tender.

- 3. **Nature of work** :- I/We do hereby undertake to Supply of Biscuits for X and XII students of Chennai High & Hr. Sec. Schools, Chennai as per the Daily attendance report of H.Ms concerned
- 4 **Delivery** :- I/We hereby undertake to supply of Biscuits once in a week. at the respective Chennai School from the date of the acceptance of my/our tender. Provisions should be made in the schools for keeping the stock safe

I/We undertake and agree to abide by this tender until 90 days from opening of the tender

As witness my/our hand, this day of

..... Two Thousand Five

Address:

Tenderer's Signature under Company Seal

.....
N.B. The blank spaces on this page must be filled in and signed by the tenderer before he submits the tender, as otherwise, the tender will not be considered.

SIGN.AND SEAL OF THE RE-TENDERER

TENDER DOCUMENT

TENDER DOCUMENT

Terms and conditions for the supply of Biscuits to Chennai high and higher secondary Schools, Chennai.

1. ELGIBILITY CRITERIA:

- i) The tenderer must be a manufacturer or authorized dealer for the supply of Biscuits .
- ii) Annual turnover shall not be less than Rs.50 Lakhs for each of the past three financial years i.e. for financial year 2007-08, 2008-09 and 2009-10. Tenderer should submit audited financial statement with chartered Accountant certificate in this regard. In case the annual financial year statement is not available for the year 2009-2010, the provisional certificate from chartered accountant to be submitted
- iii) The tenderer should have successfully completed a single order for supply of Biscuits of value not less than 25 lakhs during any one of the past three years..

2. PURCHASE OF TENDER DOCUMENT

I. Copies of Tender and agreement form etc. can be had from the Tender Sales Counter, Corporation of Chennai on payment of Rs.9000/-+1125 ST = Rs,10125/- in the form of Demand Draft in favour of Commissioner, Corporation of Chennai, Chennai-3

Tender documents can also be downloaded at free of cost from the websites www.tntenders.gov.in or www.tenders.tn.gov.in. The downloaded tender document shall be submitted without cost of tender document. In case if any deviation is found in the tender document submitted by the tenderer from the content mentioned in the web sites his tender shall liable to be rejected at any stage of the contract.

3. MODE OF SUBMISSION:

- i. The tender should fill in and sign, the letter of tender, Technical bid and financial bid contained in this tender document and shall return the completed set of tender documents / conditions by registered post or dropped in the tender boxes kept at the office of Tender Sales Counter ,PRO, Office, Vigilance Office, Corporation of Chennai on or before the due date and time prescribed.

SIGN.AND SEAL OF THE TENDERER

- ii) The Tenderers while sending their tender should enclose Original Tender Documents in the respective envelopes with the conditions stipulated duly certified and attested by them as taken of accepting the Tender conditions, that they understood and accepted them fully. The tenders received without the original tender documents shall be rejected summarily.
- iii) The tenderer should attach the copies documentary evidence for eligible criteria.
- iv) The tenders should be addressed to "The Educational Officer, Corporation of Chennai, Chennai - 600 003" by Designation only.
- v) The bidders are advised to post the tender sufficiently in advance so as to ensure that the tender reaches this office in time. Delay in transit will not be accepted as a valid reason for late submission.
- vi) Tenders received in **ordinary cover without wax seal will not be considered.**
Tenders submitted in person should be drafted only in any one of the tender boxes of Educational Department kept in CE (General) office, Public Relation office, Office of the vigilance officer and tenders sales counter of Ripon Buildings.

4. DUE DATE AND TIME:

The sealed tenders should reach the Corporation of Chennai not later than 3.00 PM on dt.17.09.2010 The tenders will be opened at 3.00 PM on the same day. The tender received after due date and time or unsealed or incomplete or facsimile (Fax) or by electronic mail will be summarily rejected.

5. TENDER SCHEDULE:

The tender document is not transferable to any other bidder.

SIGN.AND SEAL OF THE TENDERER

6. EARNEST MONEY DEPOSIT:

- i) Technical Bid should contain Earnest Money Rs.42,850/- (Rupees Forty two thousand eight hundred and fifty only) by Demand Draft drawn in favour of "**The Commissioner, Corporation of Chennai**". Tender accompanying EMD in any other form such as Bank guarantee, Banker's Cheque, Fixed Deposit receipts, Call deposit receipts, etc. will not be accepted. The Earnest Money Deposit of the unsuccessful Tenders will be returned after the acceptance of the successful tender, at the expenses of the Tenderers within a reasonable time, consistent with the rules and regulations in this behalf. The above Earnest Money Deposit held by Corporation of Chennai till it is returned to the Tenderers will not earn any interest there for.

The tenderer must on no account make any alteration or addition to or sign the agreement form attached here with In the case of the successful tenderer or tenderers he/she or they must sign the agreement and deposit the required sum for the due performance of the contract. Bank guarantee is not acceptable towards Security deposit also.

In respect of Central and other State Government companies E.M.D. exemption is considered on Production of certificates of Registration / Enlistment with D.G.S.& DDG., T & D department of Industries and commence do not entitle exemption from payment of E.M.D.

- ii) Every Tenderer is requested to duly pre receipt the enclosed E.M.D. refund order form by affixing a One rupee revenue Stamp at the appropriate place and signing over it under company's office seal for arranging refund of E.M.D. to the unsuccessful tenderers without delay and for canceling the E.M.D. refund order form in case of successful tenderer.

SIGN.AND SEAL OF THE TENDERER

8. SUBMISSION OF TENDER -- TWO COVER SYSTEM:

PREPARATION OF TENDER COVER

i) Technical Bid Cover (Envelope - A)

The technical bid (Comprising of letter of tender, tender document, specifications, tender agreement and technical bid form) as prescribed should be filled in original and should be sealed in a separate cover. (Envelope-A)

The following documents should be submitted and kept with technical bid in same cover (Envelope-A).

1. Required EMD.
2. Audited financial statements as a proof of required turnover.(Pl.Refer eligibility criteria).
3. Proof of having executed a single order of required value. (Pl. Refer eligibility criteria).

The Technical Bid should be superscripted as "Envelop-A - Technical Bid – for the supply of Biscuits to Corporation Schools. **Tender No.E.D.C.NO.**

B3/ 8528 /2010 due on 17.09 .2010 at 3.00 PM

ii) Financial Bid Cover (Envelope -B)

- i) The financial Bid as prescribed should be filled in original and should be sealed in a separate cover. The Commercial Bid should be superscripted as " Envelope-B -- Commercial Bid - for the supply Biscuits to Corporation Schools. Corporation of Chennai, **Tender No.E.D.C.NO.B3/ 8528/2010** due on .17.09.2010". The bid should be unconditional and only in the form given in the tender document.
- ii). Both the Technical Bid and Financial Bid should then be put in a single outer cover, wax sealed and superscripted as " Bid Documents – for the Supply of Biscuits to Corporation high and higher secondary Schools, Corporation of Chennai, **Tender No.E.D.C.NO. B3/ 8528 /2010 due on 17.09.2010."**
- iii). The bidder should clearly write "From Address" on the tender covers, otherwise the tender is liable for rejection.

SIGN.AND SEAL OF THE TENDERER

- iv). The bidder should subscribed on the top of the tender covers, otherwise the tender is liable for rejection.
- v). The tenders not submitted as specified above will be summarily rejected.

9. DETAILS TO BE FURNISHED AND MODE OF PRESENTATION:

- i. The tenders should contain all particulars like the name and addresses of the Tenderers in their letterhead as per the format given in Technical and Financial bid.
- ii. The price details like net rate including excise duty, surcharge, Sales Tax, R & T, freight, Service Taxes, Insurance for delivery and such other levies that may be applicable, must be quoted separately in the FINANCIAL BID only as per format given and incomplete details will be treated as non-responsive offer and the tender is liable for rejection. The rates should be kept firm and valid for Ninety days from the date of the opening of the Tenders for acceptance.
- iii. Any scoring or overwriting should be attested by the Tenderers with full Signature. The rate quoted should be firm and should not be subject to any variation clauses.
- iv. Corporation of Chennai shall not apply any increase in duties, taxes and surcharges on account of any revision by the Government after expiry of the stipulated delivery period in the Purchase Order.
- v. Supply of Biscuits shall be as per the specifications mentioned in class 7
- vi. Leaflets and specifications of quoted items should necessarily accompany the offer.

10. OPENING OF TENDER AND EVALUATION THERE OF:

The tenders received up to **3.00 p.m. on.17.09.2010** will be opened at **3.00 p.m.** in the presence of Tender Scrutiny Committee at **Corporation of Chennai Deputy Commissioner (Edn) Chamber , Ripon Buildings, Chennai - 600 003** in the presence of such of those Tenderers or their representatives who may be present at the time of opening.

SIGN.AND SEAL OF THE TENDERER

11. TENDER EVALUATION

Tender evaluation will be carried out by the Corporation of Chennai. The Technical Bid will be evaluated first and the list of technically qualified bidders will be prepared. Technically qualified bidders have **to produce samples of Biscuits as per the tender specification**. These samples will be examined by a public analysts of chennai corporation. And sample will be approved to if found satisfying PTA rules alone. Financial Bids will be opened only after examination of the samples. Financial Bids will be opened only for those technically qualified tenderers whose samples have been found satisfactory.

12. NEGOTIATIONS WITH THE SUCCESSFUL TENDERER:

As per the evaluation, selection of the Successful Tenderer will be made and such tenderer will be called for negotiations for improvement of technical parameters and commercial terms and conditions.

13. ACCEPTANCE OF TENDER:

The letter of acceptance of tender is issued to the successful tenderer by Corporation of Chennai after approval by the competent authority. The delivery period accepted will be counted from the date of issue of this letter.

14. EXECUTION OF AGREEMENT AND PAYMENT OF SECURITY DEPOSIT:

- i) The successful Tenderer should execute an agreement for the fulfillment of the contract and handover to Corporation of Chennai within fifteen days from the date of acceptance of the Tender. If the same is not executed within 15 days the order is likely to be cancelled.
- ii) In case the successful tenderer fails to execute necessary agreement within 15 days from the date of acceptance of the tender, their Earnest Money Deposit (EMD) shall be forfeited and their tender will be held as non-responsive.
- iii) The expenses incidental to the execution of agreement shall be borne by the successful Tenderer.

SIGN.AND SEAL OF THE TENDERER

- iv) The conditions stipulated in the agreement form should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of Corporation of Chennai and to recover any consequential loss from the successful Tenderer.
- v) The successful Tenderer will be required to remit the Security Deposit equivalent to two percent of the value of the Purchase order, in the form of unconditional irrevocable. Bank Guarantee/Small Saving Scripts, valid for the warranty period. If the accepted Tenderer fails to remit the Security Deposit within the above said period, the Earnest Money Deposit remitted by him will be forfeited to Corporation of Chennai and his Tender will be held void.
- vi) The Security Deposit furnished by the Tenderer in respect of his Tender will be returned to him at the end of the warranty period subject to satisfaction of Corporation of Chennai.
- vii) If the Tenderer failed to act as per the Tender conditions or backs out when his Tender is accepted, his Security Deposit mentioned above will also be forfeited to Corporation of Chennai.

15. FORFEITURE OF EARNEST MONEY DEPOSIT:

If the successful Tenderer (herein after referred as 'Supplier') fails to act upon according to the Tender conditions or backs out after his Tender has been accepted, his Earnest Money Deposit will be forfeited to Corporation of Chennai.

16. ASSIGNING OF SHORT TENDER WHOLE OR IN PART:

The Supplier shall not assign to make over the contract, the benefit or burden thereof to any other person or persons or body corporate. He shall not underlet or sublet to any person/s or body corporate for the execution of the contract or any part thereof.

7. SUPPLY:

The quantity mentioned in the Schedule do not form part of this agreement but only approximate and mentioned for the purpose of enabling the tenderer to have rough idea of the requirements in order to enable him to tender and also for the purpose of fixing the security deposit. The actual quantity will vary according to the needs which will be decided by the purchaser (Corporation of Chennai).

SIGN.AND SEAL OF THE TENDERER

18. ACCEPTANCE OF TENDER AND WITHDRAWALS:

- i. The final acceptance of the tender is entirely vested with the Corporation of Chennai who reserves the right to accept or reject, any or all of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of Corporation of Chennai to communicate with rejected Tenderers. After acceptance of the Tender by Corporation of Chennai, the Tenderer shall have no right to withdraw his Tender or claim higher price. The tender accepting authority may also reject all the tenders for reasons such as changes in the scope of procurement, new technologies, lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.
- ii. Tenders with incomplete information are liable for rejection.

19. INTIMATION OF CUSTOMER SUPPORT:

The Supplier must submit to Corporation of Chennai the details of the (Name and Designation of the contact person, Name and Designation of Centre-in-charge, Phone/fax numbers, postal and e-mail addresses of the company and the details of next higher level. The Supplier must also intimate Corporation of Chennai if any changes are made in the above details during the warranty period.

20. CONDITIONS FOR THE SUPPLY :

1. Each student has to be supplied a separately weighing a total of 60 gms Biscuits. On the top of the packet, the words "supplied to Chennai schools students only" in Tamil should be printed. The supply should reach the respective schools on first working day of the week.
2. The supply of Biscuits should be of good and edible quality. It should also be fresh. Therefore the date of manufacture and expiry date should be mentioned on the cover, and the date of manufacture should not exceed the date prior to the date of supply.
3. The supply should be from November 1st to March 10 on all working days excluding Sundays and Government holidays. List will be given.

SIGN.AND SEAL OF THE TENDERER

4. The strength of 10th students is 9692 (Approximately).and XII Std 5947 supply should be made to each school as per the daily Attendance report of H.M.'s concerned.

5. If the quality of the Biscuits is found to be unhygienic and if the health of the students is therefore affected, the tenderer will be singularly responsible and corporation of chennai will not be liable. Also the cost of the Biscuits will be deducted for the said supply. and further supply will rest on the decision of the Commissioner of the Corporation of Chennai.

21. PAYMENT TO SUPPLIER:

Payment will be released by Corporation of Chennai to the suppliers as per tender/Purchase order conditions and on submission of delivery based on the acknowledgement. and certificate attested from the H M s concerned

22. PENALTY FOR NON-FULFILLMENT OF CONDITIONS:

The successful Tenderer agrees that in the event of non-fulfillment or non observance of any of the conditions stipulated in the Agreement and Purchase order the successful Tenderer shall pay as penalty an amount equivalent to 10(ten) per cent of total value of the tender Supply or an amount equal to the actual loss incurred by the Corporation of Chennai whichever is higher.

23. GENERAL:

The Tenderers while sending their tender should enclose Original Tender Documents in the respective envelopes with the conditions stipulated duly certified and attested by them as taken of accepting the Tender conditions, that they understood and accepted them fully. The tenders received without the original tender documents shall be rejected summarily.

24. REJECTION CRITERIA:

- i. Tenders not submitted in the form specified, will be summarily rejected.
- ii. Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.

SIGN.AND SEAL OF THE TENDERER

- iii. Tenders with variance/contradiction between Technical and Commercial Bids will be liable for rejection.
- iv. Tenders without the signed copy of the Tender Documents in the respective envelopes will be summarily rejected.
- v. Tenders submitted without audited financial statements obtained from The Chartered Accountant for previous three years i.e. 2007-2008, 2008-2009 and 2009-2010 In case the annual financial year statement not available for the year 2009-2010 ,the provisional certificate from chartered accountant to be submitted. Tenderer should submit audited financial statement with chartered Accountant certificate in this regard
- vi The Tender will be liable for rejection, If the technically qualified bidder does not submit the samples within the stipulated time.
- vii Tenders submitted without proof of having successfully executed a single order of required value are also liable for rejection.
- viii. In addition to the above rejection criteria, if there is non-compliance of any of the other clauses of this Tender Document, the bid is liable for rejection.

25. Corporation of Chennai reserves the right to cancel the tender in whole or in part without assigning any reason.

26. SIGN AND SEAL:

The Tenderer must sign and affix the seal in every page of the Tender Document and the complete Signed Original Tender Documents must be submitted in respective covers without fail.

(We _____ have gone through the terms and conditions and will abide by them an laid down above.

TENDERER :

SIGNATURE : _____ **Edn.Officer** _____ **Deputy Commissioner (Edn)**

NAME : _____

SEAL OF THE ORGANISATION: _____ **Commissioner.**

SIGN. AND SEAL OF THE TENDERER

TENDER AGREEMENT
(To be kept in Envelope-A)

CONTRACT FOR SUPPLY OF BISCUITS

AGREEMENT made thisday of

.....Two thousand between.....

.....carrying on business at

herein after called the contractors and Corporation of Chennai hereinafter called the purchaser on the other part. Whereas the contractors have agreed with the purchaser to supply of it all such numbers or quantities of the qualities and descriptions of items specified and described in the schedule hereto annexed as the contractor shall be required by the purchase to supply at any time to times hereafter during the period of one month from the date of receipt of order at the price or prices mentioned in said schedule in the manner and upon the terms and conditions hereinafter mentioned and where as the contractors have deposited in the office of the purchaser the sum of Rs.....only in cash.....as security for the due and faithful performance of their contract. Now these present witness that for carrying the said agreement into execution the contractors on the one part for themselves, their heirs, executors administrators and legal representatives and the purchasers on the other part, for itself, its successors and assigns do hereby mutually convenient, declare, contract and agree as follows:

SIGN. AND SEAL OF THE TENDERER :

1. At any time or times and at all times, during the period of six weeks at which the contractors shall be required by the purchaser so to do, the contractors shall and will supply to the purchaser at and for such price or prices as are specified in the said schedule and such quantities of the said items as the purchaser shall from the time to time require the contractors to supply under this contract and all such items shall be delivered by the contractors between hours on such day, at such place or places of such person or persons, and in such manner as the purchaser shall, from time to time at any time require or direct.
2. The quantity mentioned in the Schedule do not form part of this agreement but only approximate and mentioned for the purpose of enabling the tenderer to have rough idea of the requirements in order to enable him to tender and also the purpose of fixing the S.D. The actual quantity will vary according to the needs which will be decided by the purchaser.
3. Biscuits supplied by the contractors shall be of such of the respective qualities and descriptions specified in the said schedule as may be required and shall be the best of the kind of such qualities and descriptions respectively.
- 4 Biscuits supplied by contractors shall be subject to inspection and acceptance or rejection by such persons as the Commissioner, the purchaser for the time being (hereinafter called the Commissioner) shall from time to time name and appoint to that duty or for the purpose and which said person to be so named and appointed as aforesaid is hereinafter referred to as the Inspecting Officer.

SIGN. AND SEAL OF THE TENDERER :

5. Biscuits supplied by the contractors which in the opinion of the inspecting officer are of bad order or unsound or inferior in quality or description or otherwise, faulty or unfit for use, may be rejected by the Inspecting Officer whose opinion and rejection shall in all respects be final, and conclusive and altogether operative and binding upon the contractors and shall not be open or subject to question or dispute by the contractors upon any grounds whatsoever.
6. Biscuits supplied by the contractors, which shall be rejected by the Inspecting officer shall be removed by the contractors immediately after the notification of such rejection to the contractors by the Inspecting Officer.
7. In lieu of the said items, which may be so rejected by the Inspecting Officer under the provisions herein before contained, the contractors shall within one week after such rejection shall have been notified to them as afore said, supply and deliver to the purchaser between such hours at such place or places, to such person or persons and in such manner as may be required of the contractors such number or numbers quantity or quantities and kinds of the said articles and things or the paper of the quantity or quantities and kinds of the said articles and things or the paper of the qualities and description specified in the said schedule that may be received the contractors as shall be equivalent in quality or qualities, the quantity or quantities of the said items and things which may be so rejected as aforesaid.
- 5 All such Biscuits supplied in lieu of or in substitution of the rejected things shall in like manner be subject to such acceptance or rejection and removal as aforesaid as often as the Inspecting Officer consider if necessary.

SIGN. AND SEAL OF THE TENDERER :

9. Risk and expense clause: "In case the contractor shall fail or neglect or refuse to observe, perform, fulfill and keep all or anyone or more or any part of any one or more of the covenants. Stipulations and provisions herein contained, it shall be law full for the Commissioner, Corporation of Chennai, without prejudice and in addition to, all the every other of the remedies herein before contained, on any such failure neglect or 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."
10. Time shall be considered as the essence of this contract on the part of the Contractor. If at any time during the continuance of this agreement, the contractor in the opinion of the Deputy Commissioner(Education) have been delaying any supply ordered by reason of any lockouts, strikes, riots, mutinies, war, fire, storms, tempest or other unexpected causes time may be extended by the Deputy Commissioner (Education) as he may consider reasonable.
11. Penalty for Delay: In case of delay in delivery of items for purchaser may at his option, impose a penalty calculated at the rate of 0.25% percent of the contract value of such portion only of the quantity as have not been delivered on the specified date, for each day without delay. Such reduction shall be in full satisfaction of the supplier liability for the delay and shall not in any case exceed Ten percent of the value.

SIGN. AND SEAL OF THE TENDERER :

12. If the Contractor failed to supply the ordered items and these quantities within the specified time the ordered items and quantity will be purchased elsewhere at the risk and cost of the contractor and the rate at which the articles are purchased by the Corporation is not liable to be questioned by the Contractor. The decision of the Education Officer regarding the loss, if any sustained by the Corporation by reason of such risk purchases is final and binding of the Contractor. The Corporation shall be entitled without prejudice to its other rights to adjust any money on its hands and payable to the Contractor either in respect of this Contractor otherwise against any moneys due to the Contractor by the Corporation.
13. The Contractors shall not be in any way interested or concerned directly or indirectly with the servants of the purchaser in any trade or business or other transaction what so ever nor shall the contractors give or promise to pay or offer to give or pay to any such servants directly or indirectly any money or fee or other consideration under the designation of customs or otherwise nor, Shall the contractors assign or make over this contract wholly or in part directly or indirectly to any person or persons whomsoever or permit any person or persons whomsoever to interfere in the management or performance thereof.
14. The contractors shall at all times, during the continuance of this contract obey and carry out in all things, the orders, instruction and under this orders any by him authorized to act for him in all or any of the matters and things herein contained and the contractors shall abide by decision of the Commissioner and of any officer or servant acting under his orders and by him authorized to act

SIGN. AND SEAL OF THE TENDERER :

for him in all matters relating to or in any way concerning the construction of this contract or any matter, clause or thing herein contained or any question arising there at any every such decision as aforesaid shall be final and conclusive, and altogether operative and binding on the contractors and shall not be subject to question or review upon any ground whatsoever:

15. In case the contractors should during this continuance of the contract die, or become or be adjudicated or declared insolvent or commit any act of insolvency under the provision of any law in that behalf for the time being in force in India or go into liquidation or have a receiving order passed against them it shall be lawful for the purchase, if it should think fit to do so by notice written to put an end to this contract so far as the purchaser is concerned and there upon every article, clause and thing herein contained shall cease to have operation: provided always that nothing herein contained shall be constructed so as to prejudice or affect the rights of claims of the purchaser under all or any of the terms of their agreement or their rights or claims to compensation for a breach of the contract by reason or any such termination thereof purchaser may, if it shall think it so to do permit his contract to do carried out and completed by executors, administrators, or legal representatives of the contractors or their assignee or trustee for the time being or other person appointed by and court or by the creditor for the purpose of liquidated estates of the contractors as the case may be.

16. Upon the complete fulfillment of this contract to the satisfaction of the Commissioner the said sum of Rupees.....
.....
only so deposited as aforesaid be return to the contractor.

SIGN. AND SEAL OF THE TENDERER :

17. In case the contractors should fail or neglect or refuse to observe, perform, fulfil and keep any one or more or any part of any one or more of the covenant, stipulation and provisions herein contained it shall be lawful for the Commissioner, if he should think fit so to do, without prejudice and in addition to all and every other remedies herein before contained for the purchaser or any such failure, neglect or refusal aforesaid by any writing under his hand to put an end to this contract so for as the purchaser is concerned and thereupon every items, clause and nothing herein contained on the part of the purchaser, shall cease to have any operation and be avoid and in case any moneys, damages, losses, expenses, differences in price of compensation shall be due from contractors to the Purchaser, it shall also be lawful for the Commissioner, from and out of the said sum of Rupees.....

.....so deposited as aforesaid and also from and out of any money in the hands of the Commissioner or in the hands of the purchaser and payable or to become payable to the contractors under this contract or otherwise or reimburse to the purchaser all such moneys, damages, losses, expenses, differences in prices and compensation as the purchaser may have sustained, incurred or been put to by the contractors having been guilty of any failure, neglect or refusal as aforesaid or other breach in the performance of his their contract or as may for the time being, be due and owing from the contractors to the Purchasers. And if the said sum of Rupees.....

.....so deposited as

SIGN. AND SEAL OF THE TENDERER :

18. And it is hereby agreed and declared between the parties hereto that in case any question, difference or dispute shall arise touching the construction of any clause herein contained on the rights, duties, liabilities of the parties hereto or any other way touching or arising out of the presents the Commissioner's decision shall be final and binding.

IN Witness whereof the.....

the contractors have hereunto set their hands seal and the common seal of the purchaser has been hereunto affixed the day and year first above written.

Signed, sealed and delivered by the
above named in the presence of

Educational Officer.

The Common seal of the
Corporation of Chennai was hereto
affixed in the presence of

Dy.Commr.(Edn) Commissioner

SIGN. AND SEAL OF THE TENDERER :

TECHNICAL BID Form
(To be kept in Envelope-A)

TECHNICAL BID FORM (Envelope-A)**(To be returned in original along with tender)****TENDER NOTICE NO.B3/ 8528 /2010****1. DETAILS OF THE BIDDERS:**

- a) The bidder should enclose documentary proof in support of the details asked for
 b) Additional Sheet may be attached wherever needed. Mention the page No. of the enclosure attached.

1.	Name of the Organization	
2.	Nature of the Organization Govt. Public Private Partnership Proprietorship	
3.(a)	Registered Office address with Phone No. / Fax No. / E-mail CST Regn. No. Local ST. Reg.No. TNGST No:	
(b)	Address of the Office or work spot Centre at Chennai with Phone No./ Fax No./ E-mail (Enclose Proof of existence)	
(c)	Contact person Phone/Mobile No. E-Mail	
4.	Banker's Name and address (a)	(b)

5. Give details of the turnover for each of the past three years. Enclose Audit Balance Sheet with Chartered Accountant Auditor's Certificate. (Annual turn over for each of the past 3 years shall not be less than Rs. 5 lacs)

Sl.No.	Year	Value in Lacs
a.	2007-2008	
b.	2008-2009	
c.	2009-2010	

6. Give details supply of minimum Rs. 2.5 lacs in single order during any one of the past three years (or) proceeding year. Enclose copy of Purchase orders, and performance certificate.

Sl.No.	Name of the Organization	Purchase Order Ref. No.	Items supplied	Value Rs.

SIGN.AND SEAL OF THE TENDERER

7. Any other details in support of this tender:

EARNEST MONEY DEPOSIT (EMD) PAYMENT PARTICULARS

Sl.No.	D.D. No. and Date	Name of the Bank	Amount (Rs)
	Total:		

Note:

- (1) The Tenders without Earnest Money Deposit (EMD) amount the Technical Bid are liable for rejection.
- (2) In case of S.S.I. , the S.S.I. Certificate should enclosed.

SIGN.AND SEAL OF THE TENDERER

FINANCIAL BID
(Envelope-B)

FINANCIAL BID (Envelope-B)
(To be returned in original along with tender)

Tender Notice No.E.D.C.NO.B3 / 8528 /2010 dt. .09.2010

To

The Education Officer,
Corporation of Chennai,
Ripon Buildings,
Chennai - 600 003.

Sir,

I/We hereby tender for the Supply of Biscuits to Chennai high and higher secondary students. The rates are quoted in the prescribed format is enclosed herewith.

SIGN. AND SEAL OF THE TENDERER

SCHEDULECOST DETAILS

S.No.	Description of the Items	For each students 60g	Total Quantity of pocket required Approximately	Rate Per.Pac. Rs..	Total Amount
01.	Biscuits	One pocket (60 g)	(as per working days) with students strength.		

2. Taxes if any

3. Total Charges (Rs.)

In Figures

In words

Note:

No addition or alteration shall be made to the particulars. If any such addition or alteration is made by the tenderer, it must be attested by the signing authority, failing which the tender is liable to be rejected.

SIGNATURE OF THE BIDDER :

OFFICE SEAL :

SIGN.AND SEAL OF THE TENDERER ;

