

El.D.C.NO C / SM II / P3 / 3533 / 2010



**CORPORATION OF CHENNAI
ELECTRICAL DEPARTMENT**

TENDER

Last date of submission of Tender documents on: 13.8.2010 up to 3.00 P.M

Tender due to be opened on: 13.8.2010 at 3.15 P.M

Last date of Tender form sale: 11.8.2010 up to till 3.00 P.M.

FORM OF TENDER, AGREEMENT SPECIFICATION AND SCHEDULE

For the supply of 1500 nos of 5 star energy rated, 48" sweep size ceiling fan with down rod, canopy and electronic speed regulator.

E.M.D. AMOUNT Rs. 23,250 / -

**SUPERINTENDING ENGINEER
ELECTRICAL**

DATE: 27.7.2010.

**Price Rs... 6750 / -
including of Sales Taxes**

**The tender form is free of cost
when downloaded from the website**

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

1. Letter of tender, Schedule, refund form to be signed over Company Seal.
2. Correction to be attested- Rates written in words.
3. Complete set of documents to be returned.
4. E.M.D. amount to be paid by way of D.D/if exemption is claimed, proof to be enclosed.
5. Wax sealing on outer cover to be done.
6. Tendered items, due date and time, tenderer's address to be superscribed on the tender covers.

**CORPORATION OF CHENNAI
ELECTRICAL DEPARTMENT**

**TENDER FOR THE SUPPLY OF THE ITEM SPECIFIED IN THE
TENDER SCHEDULE, ENCLOSED.**

1. The tenderers must be actual makers or their authorized selling agents or dealer of the materials. Tenders from amateurs, petty commission agent unsubstantial or inexperienced suppliers will not be considered. Every tender shall, if required produce evidence of his experience and substantiality.

Purchase of Tender Documents and submission

2. Copies of tender, together with specification, agreement form etc. can be had from the Enquiry Office Corporation of Chennai on payment of Rs, 6750 / - (**The tender form is free of cost when downloaded from the website**)
3. The tenders shall insert in the proper column of the schedule herewith the rates at which he proposes to supply the various articles referred to. 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 will not be considered.
4. Tenderer shall furnish their tender along with the EMD in wax sealed cover for the contract value upto Rs.25 lakhs. If the contract value more than Rupees Twenty Five Lakhs the tenderer shall furnish their tender in three covers system. That is, one cover containing the tender and another cover containing the (EMD), both these covers placed inside the third sealed outer cover with superscription of Tendered item, due date of opening, time etc. shall be addressed to the Superintending Engineer/Electrical. Corporation of Chennai-3, and delivered at this office on or before the due date of opening before 3 p.m. The tenders will be opened at the office of the Superintending Engineer / Electrical at 3.15 p.m. on the due date of opening. Belated officers will not be considered. The tenders should fill in and sign the letter of tenders as well as the Tender schedule contained in the tender document and shall return the complete set of documents to the office along with the tender.
5. The tender must be sent in wax sealed cover only, failing which the tender will not be considered.

Payment of E.M.D. and conditions for claiming exemption from payment of E.M. D.

6. Bank drafts favouring the Commissioner, Corporation of Chennai may also be sent towards the tender deposit. Tenders accompanying E.M.D. in any other form such as Bank guarantee, cheques, bankers fixed deposit receipts, call deposit receipts etc, will not be accepted. The stamped receipt issued by the Revenue Department, of the Corporation of Chennai against each payment of the E.M.D. amount will also be accepted.
7. The Tenderer must on no account make any alteration or addition or sign the agreement herewith attached in the case of the successful tenderer or tenderers, he or they must sign the agreement and deposit the required security sum for the due performance of the contract Bank guarantee is not acceptable towards security deposit also.
8. As per the G.O. Ms. 1344 Finance (CFC) Dept, dated, 17-9-79 all the Tamil Nadu State owned Corporations will be exempted from payment of E.M.D., security deposit and tender form cost, but they shall however execute proper agreements on placement of order before effecting supplies.
9. In respect of Central and other State Government Companies, E.M.D. exemption is not considered. Production of Certificate of Registration / Enlistment with D.G.S.&D.,D.G.T.& D.Dept. of Industries & Commerce do not entitle exemption from payment of E.M.D.

10. Small scale Industrial Units registered in Tamil Nadu / NSIC, will be exempted from payment of E.M.D on production of a valid certificate of registration of the offered product with the National Small Industries Corporation Limited and on furnishing an undertaking that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the tender/agreement they shall pay the EMD / SD amount / actual loss incurred consequent on breach of contract whichever is less as per the G.O.Ms. No.959 Finance (CFC) Department dt. 14-10-80. The tenders received without valid certificate or undertaking will not be considered.
11. Every tenderer is required 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. The completed pre receipt shall be enclosed in the cover along with the E.M.D.

Other terms and conditions:

12. No allowance shall be claimed by or made to the contractor whose tender may be accepted for any error in rates or whatever that may be discovered after his tender has been sent in.
13. The tender deposit paid will be returned to the tenderers the E.M.D. amount paid will not be adjusted against Security Deposit. The security deposit of the successful tenders will be returned to them after they have completed the contract in accordance with agreement.
14. The minimum period required for intimation of acceptance or non-acceptance of the tender is three months in accordance with G.O.Ms. No.2523, R.D. & L.A., dated 23-11-1973.
15. Firm quotations in rupees will be preferred. These firm quotations in rupees should be absolute and unqualified and quite independent of the fluctuations in exchange or variations in the price of ingredients.
16. A tender will be perfectly valid even if it is for one item only. Each tenderer is at liberty to tender for one or more items.
17. The right is reserved to the Commissioner of the Corporation of Chennai of rejecting all or any of the tenders, without assigning any reason for so doing.
18. The right is also reserved to the Commissioner of the Corporation of Chennai of accepting without assigning any reason the tender or so far as it is related to any one or more other items quoted for by each tenderer.
19. A tender will not be rejected solely on the ground that the capacity for work and the integrity of the tenderers are not known. But in such cases, an extra security shall be taken from the tenderer, if the Commissioner so desires.
20. Should any tenderer withdraw his tender after its submission or should the successful tenderer fail to furnish the security deposit or execute the contract within the specified time, he shall forfeit the tender deposit paid to the corporation.
21. The rates quoted for materials shall include all charges necessary for the delivery of materials at the Corporation Electrical Stores, Ritchie Street, Chindadripet, Chennai-600 002 or at any other location specified.
22. All letters, etc, to be read in conjunction with the tender should be attached at the end of the book and trimmed in such a way as not to protrude beyond the size of the books.
23. Tenderers shall send samples of materials they are tendering for to the Superintending Engineer / Electrical Corporation of Chennai, when they are asked to do so.
24. Tenderers are specially requested to strictly adhere all the forms specified herein as otherwise their tender will not be considered.

25. The tenderer rates shall hold good at least for a period of three months from the date of opening of the tenders.
26. Also current sale tax verification certificate in the prescribed form shall be sent along with the tender.
27. Post-Officers will not be considered.
28. Wherever the prices quoted are subject to the levy of Excise duty, Sales tax and other taxes it should be clearly stated as to whether the quoted prices are inclusive of such taxes or if they are chargeable extra, the rates of those taxes should be specified. Tenders with vague terms in respect of these taxes and duties will not be considered. If there is no mention of Sales Tax, excise duty or any other taxes and the term about these charges is not clear it will be construed that the price is inclusive of all these charges.
29. The Normal Security deposit payable on placement of order will be 2% (Two percent) of the order value. The Security deposit shall be furnished by the successful tenderer in the shape of small saving script deposit / accounts and endorsed in favour of the Commissioner, Corporation of Chennai for a term of not less than one year as per G.O. Ms. No.227, Finance (Small Savings) Department dated 13-4-82
30. Rate shall be quoted both in words and figures. If there is any discrepancy between the rates quoted in words and in figures, the lower of the two shall be considered as per the Tender Transparency Rules No.29(2)(b)}
31. Only offers received from the manufacturer or their authorized selling agents or dealer of the material will be considered.
32. Payment can only be made within 30 days receipt of acceptance of supply
33. The Security deposit will be retained as security for the due performance of the contract and will be returned only after the final payment is passed in Audit without objection. Any irregularity pointed out in Audit will be adjusted from the deposit of the Contractor.
34. If any dispute arises in the Contract, the same have to be finalised in the court of Chennai Jurisdiction.
35. Confusing tender will not be accepted.
36. The evaluation and comparison shall include fifteen percent price preference for domestic Small Scale Industrial units and ten percent price preference for the public sector undertaking of the Government in respect of products and quantities manufactured by them.

Ripon Buildings.

Superintending Engineer / Electrical

Corporation of Chennai

Date:

SPECIMEN FORM FOR PERUSAL ONLY - NOT TO BE FILLED - NOT TO BE DETACHED

**CORPORATION OF CHENNAI
ELECTRICAL DEPARTMENT**

CONTRACT FOR THE SUPPLY OF

Agreement, Specification, Tender and Schedule.

AGREEMENT made this day of.....
One Thousand Nine Hundred and Ninety.....between
.....
(herein after referred to as the Contractor) of the one part and the Corporation of the City of Chennai
(herein after called the Purchaser) of the other part:

Whereas the Contractor has agreed to supply of the Purchase of the materials mentioned in this specification and schedule attached hereto at the price and in the manner and upon the terms and conditions herein after mentioned: and whereas the Contractor has deposited with the Purchaser the following securities:-

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

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

The term 'Contract' shall include the present and the Tender Schedule and Specification her to annexed and the Specification. Plans and Drawings herein and herein after referred to.

The term "Contract" shall mean the persons firm of Company with whom the order for the supply is placed and shall be deemed to include the Contractor's successors (if approved by the Purchaser) representatives, heirs executors and administrators unless excluded by the contract.

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

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

The terms Electrical Engineer shall mean the Superintending Engineer Electrical of the Corporation of Chennai for the time being.

1. The Contractor shall sell and the Purchase shall Purchase the quantities of materials specified herein.
2. The superintending Engineer Electrical shall be the sold judge upon all matters relating to the meaning and consequence of the Specification and conditions of this contract.

3. The printed materials shall be of the very best quality and shall comply with the conditions and stipulations specified herein. All the materials taken from the contract shall be inspected by an Officer of the Electrical Department not below the rank of an Asst. Electrical Engineer and the decision of the Superintending Engineer Electrical as to quality shall be final and binding on both parties.
4. Time shall be considered as the essence of this contract on the part of the Contractor and in case the contract shall fail to complete the delivery of any part of the materials to be supplied this contract within the time specified or within the time to which the period of completion may have been extended under the powers herein given, or, if in the opinion of the Superintending Engineer Electrical the Contractor shall not be making delivery at each rate as will ensure complete delivery within the time given, it shall be lawful for the Commissioner of the Corporation of Chennai without prejudice to his remedy contained in clause 10 to obtain the undelivered materials from any other person or persons and any additional expenses so incurred shall be payable by the Contractor:
5. If at any time during the continuance of this agreement of Contractor shall in the opinion of the Superintending Engineer Electrical have been delayed in making any supply ordered by reason of any lock-outs, Strikes, Riots, Mutinies, Wars, Fire, Storms, Tempest or other unexpected exceptional cause, the time for delivery may be extended by the Superintending Engineer Electrical as he may consider reasonable.
6. All Expenses, damages and other moneys payable to the Corporation by the Contractor under stipulation in this contract may be retained out of any moneys then due of which may subsequently become due from the Corporation of Contractor under this or any other contract and in case such moneys then due or to become due to the Contractor by the Corporation shall be insufficient to pay such said expenses, damages and moneys it shall be lawful for the Commissioner of the Corporation to sell and dispose of any or all the securities deposited by the Contractor and out of proceeds of such sale to reimburse and pay to the purchaser all the said expenses, damages and money and in case such proceeds of sale of the said securities shall be insufficient, then it shall also be lawful for the purchaser to recover the residue of the said expenses, damages and moneys, in necessary, by legal proceeding against the Contractor.
7. The Contractor shall submit bills to the Superintending Engineer Electrical for payments and when the Superintending Engineer Electrical shall direct.
8. The Contractor shall be paid for the materials at the rates given herein on certificates of the S.E. Electrical that the materials have been supplied to his entire satisfaction.
9. The Contract shall not be assignable by the Contractor.
10. In Case the Contractor shall fail or neglect or refuse to observe perform, fulfill and keep all or any one or more or any one or more of the covenants, stipulations and provisions herein contained it shall be lawful for the Commissioner of the Corporation of Chennai without prejudice and in addition to all and every other of the remedies herein before contained on behalf of the purchaser 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.
11. All certificated or notices of orders for time or for extra varied or altered works which are to be the subject of an extra or varied charge whether so described in the contract or not shall be in writing and unless in writing shall not be valid or binding or be of any effect whatsoever.
12. Penalty Clause : "In case of delay in delivery of materials the, Purchaser may at his option, impose a penalty calculated at the rate of the 0.1 percent of the contract value of such portion only of the quantity as have not been delivered on the specified date, for each day of delay. Such reduction shall be in full satisfaction of the suppliers' liability for the delay and shall not in any case exceed five percent of the value.

13. If any dispute arises in the Contract, the same have to be finalised in the court of Chennai Jurisdiction

In witness where of the Contractor

and

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

Signed, by the said Contractor in the presence of S.E. Electrical

}

The Common seal of the Corporation of the City of Chennai was hereunto duly affixed in the presence of.

}

Commissioner.
Corporation of Chennai

It witness where of I hereunto affix my Signature.

TECHNICAL SPECIFICATION

DESCRIPTION: 48" sweep size ceiling fan

QUANTITY: 1500 NOS

TESTING voltage: 220 V, single phase, 50Hz, AC power supply

48" sweep size ceiling fan with double ball bearing and suitable for operation with nominal 230 V, single phase, 50Hz, AC power supply along with down rod, canopy and electronic speed regulator. The fan shall be 5 star energy rated by BEE.

The fan along with accessories shall be guaranteed for a minimum period of one year.

This guarantee is for manufacturing defects. The supplier will be intimated about defective fans / regulators and such items shall be replaced unconditionally with a new fans / regulators within one week of intimation. In case of delay in replacement, the guarantee period will be extended by the number of days the replacement was delayed.

Sample fans shall be submitted along with the tender.

The rate shall be filled up in page 10A. The tenderer shall sign all pages of the tender book over the company seal.

Copy of valid NSIC/SSI Registration certificates shall be submitted by firm's claiming exemption from EMD.

The tenderer shall be manufacturer with ISI / ISO certificate or an authorized dealer.

Divisional Electrical Engineer / Head Quarters

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OTHER TENDER CONDITIONS

1. The above tender will be dealt with under TWO cover system - Technical Bid (cover I) and Financial Bid (cover II).
2. The above two covers are to be sealed separately and super scribed as Technical Bid (cover I) and Financial Bid (cover II) and enclosed in a larger outer cover and addressed to the Divisional Electrical Engineer, Corporation of Chennai, Ripon Building, Chennai 600003 duly sealed and deposited in the Tender box.
3. All technical details, Technical specification, EMD, ISI / ISO certificate, NSIC / SSI certificate, experience certificate related to supply of the item for which rate is quoted to Government Departments / reputed firms and related performance certificate etc shall be enclosed in the Cover I – Technical Bid
4. The Cover II shall contain only the Financial Bid i.e. Tender Book.
5. Sample shall be submitted along with the tender otherwise tender will be summarily rejected. Tenderer should produce not less than three numbers of samples in case of supply quantity is more than 1000 nos. The average result of the tested samples will be taken into consideration for the qualification of the Technical bid.
6. Brand name should be mentioned on the product for which tender / tender sample is submitted.
7. Separate sample should be submitted for each and every tender. The sample submitted for previous tender will not be accepted.
8. On the due date of the Tender contents of Technical bid only will be opened for scrutiny in order to ascertain the suitability of the tenders for the work. The sample received will be checked. Financial bid of the qualifying tenders will be opened at a later date duly intimating them the time and date of opening.
9. Financial bid of the tenderers who do not qualify as per the contents of Technical bid and whose tender sample fail will not be opened.

Signature of the Tenderer over the Company Seal

LETTER OF TENDER

TO

**The Commissioner,
Corporation Of Chennai,
Ripon Buildings,
Chennai.**

Sir,

Ref :- Tender for the supply of

1. I/We the under signed do hereby tender for the supply of at the prices. 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 here to annexed and the schedule thereto.
2. I/We hereby agree I/We will not withdraw this tender during the period that will be required for information 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 within seven days after the acceptance by the Corporation of this tender has been communicated to me /us to deposit with the Corporation a cash security Government promissory Note upto the value of ten percent of the total cost of materials ordered, and I/We agree to execute and register at my / out cost an agreement in the form of the said agreement and schedule attached with in a week of the said acceptance has been communicated to me / us failing which the sum of accompanying this tender shall be forfeited to the Corporation.
4. I/ We hereby agree to pay Higher security Deposit upto a maximum of ten percent if Insisted upto by the Commissioner, Corporation of Chennai.
5. I/we further agree to pay penalty, in case of delay in delivery of materials, at the rate of the 0.1 percent of the contract value of such portion only of the quantity as have not been delivered on the specified date, for each day of delay.
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 less.

As witness my / our hand this.....day of.....
Two thousand

Address;

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.

TENDER

This Tender has to be delivered before 3-00 p.m on or before at the Office of the superintending Engineer Electrical, Corporation of Chennai , Ripon Buildings, Chennai- 600 003.

1. I/We do hereby tender to supply the under mentioned materials in accordance with the Conditions, and specifications noted herein consideration of payment being made, for Such materials at the respective rates specified in the following schedule.

2. DELIVERY

I/We hereby undertake to complete delivery at the Electrical Stores, Ritchie Street, Chennai-2. or at any other specified location of all the under mentioned articles within One month from the date of the acceptance of my / our tender.

3. SECURITY

I/We hereby undertake and agree to forward within seven days after the notification of the acceptance by the Corporation of this tender, security in cash or in the form of Small savings scripts / deposits/ 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.

I/We undertake and agree to abide by this tender until the day of

As witness my / our hand this -----day of 200

Tenderer's Signature.....
Over his seal

Note: If the Space is not sufficient for Schedule details may be given separately in the Company's Letterhead duly signed.

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FINANCIAL BID

S. N O	DESCRIPTION OF ITEM	QTY	UNIT	RATE FOR EACH FAN IN	
				FIGURES	WORDS
1.	48" sweep size ceiling fan as per the tender specification (BASIC RATE INCLUSIVE OF EXCISE DUTY) BRAND/MAKE	1500	NOS		
TOTAL BID PRICE (IN FIGURES)					
TOTAL BID PRICE (IN WORDS)					

2. SALES TAX (In %) (Extra / Inclusive)

THE RATE OF TAX SHALL BE CLEARLY MENTIONED

3. GUARANTEE PERIOD.

4. DELIVERY PERIOD

NOTE

1. No advance payment will be made.
2. Price variation clause is not admissible. Only firm price will be considered.
3. In case of discrepancy between the prices quoted in words and figures, the lowest of the two will be considered.
4. The evaluation and comparison shall include 15 % price preference for domestic small scale industrial units and 10 % price preference for public sector undertaking of Government in respect of quantities manufactured by them.

SIGNATURE OF THE TENDERER
OVER THE COMPANY SEAL

THIS PRE RECEIPT SHALL BE FILLED AND KEPT ALONG WITH THE EMD.

From

To

The Superintending Engineer Electrical
Corporation of Chennai,
Ripon Buildings,
Chennai- 600 003.

Sir,

Sub : Tender No.
For

I have tendered for the above contract enclosing E.M.D. Rs.

In case my tender is not considered, the E.M.D. furnished by me* may be refunded to me.
I give below my advance receipt for the amount duly Stamped.

Yours faithfully,

(signature of Tenderer)

ADVANCE STAMPED RECEIPT

Received from the Commissioner, corporation of Chennai Rs.....
.....)
(Rupees towards the refund of the E.M.D furnished by me with my tender for
.....
remitted in chalan No..... dated

Signature of tenderer under
Seal over revenue stamp

Recommendation of the Head of the Department.

Signature and Designation.

.....
* Not applicable where E.M.D. exemption is permissible.