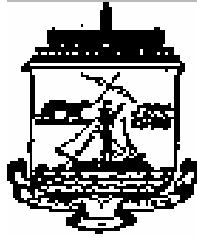


**S.W.M.G.S.C.NO.A3/ 49 /2010**

**CORPORATION OF CHENNAI**

**Solid Waste Management Department**

**GENERAL STORES**



**TENDER FOR SUPPLY OF RAIN COATS**

**Last date for sale of Tender : 22.09.2010 up to 3.00 P.M**

Last date for submission of Tender on or before 3.00P.M of  
**24.09.2010**

**NOTICE, LETTER OF TENDER, AGREEMENT  
AND SCHEDULE OF TENDER.**

**OFFICER IN-CHARGE OF  
STORES**

**SUPERINTENDING ENGINEER  
(SWM)**

**Cost of Tender document : Rs.10,125/- (Inclusive of all  
taxes) Free of cost if downloaded from website**

**CORPORATION OF CHENNAI  
GENERAL STORES**

**CONTRACT FOR SUPPLY OF CONSERVANCY MATERIALS**

**NOTICE**

1. The Tenderer must be a well established merchant or an actual maker of the materials he contracts to supply.
2. The Tenderer should insert in the proper column of the Schedule herewith the rates at which he proposes to supply the articles referred to for the unit specified in column 4. No addition or alteration may be made to particulars relating to each item. If any such addition of alteration is made by the tenderer his tender will not be considered. No fractions of a paisa will be allowed in the rates.
- 2(a) The rates for each item must include packing, forwarding and delivery charges , etc., and no extras should be claimed.  
The rates should be quoted for supply to be made in metric system of weighments.
3. He may tender for as many items as he chooses or for all in each section. The Corporation reserves the option to award the contract by section or by each item individually or by parts or each item.
4. Printed forms of tender and contract can be obtained from the Tender sales counter, Ripon Buildings, Chennai-3, on payment of Rs.10,125/- including all taxes per no. and the amount is not refundable.

Tender Documents can also be obtained by registered post or courier by sending a requisition letter enclosing a demand draft for the value of tender document plus Rs.155/- if required by registered post and plus Rs.50/- if required by courier at the risk and responsibility of the prospective tenderer. While sending through courier or by registered post, the tenderer must write his/her name, supply of Materials for and reference no. on the reverse of Demand Draft. The tender inviting authority is not responsible for delay in transit.

Filled up tender forms in a wax sealed envelope should be dropped only at the tender box kept in the Tender sales counter at the Ripon Buildings on or before **24.09.2010** 3.00 p.m. Tender without wax sealed cover will not be opened and will not be considered.

Signature of Tenderer & Seal

5. The tenderer must sign and date the tender forms and submit the tenders completed in original without the removal of any portion of pages together with payment by a Bank Demand Draft for like amount payable at Chennai, **1% percent of the aggregate value of the tender offered duly endorsed in favour of the Commissioner, Corporation of Chennai towards tender deposit** in a sealed envelope super scribed "Tender for the supply of Stores materials, etc." and deliver the same at the Municipal Office on **24.09.2010 at 3.p.m.** Cheques or Cash will not be accepted on any account. Tenders for items marked "S" in the schedule hereto attached on liable to be rejected, if they are not accompanied by samples for such item. Samples should be furnished on or before the due date for the receipt of tenders. At 3.00 p.m. on the said date all the tenders received will be opened by the Superintending Engineer (SWM), in the presence of the tenderers as may attend.

The samples furnished by the unsuccessful tenderers will be returned to them as soon as possible after the final disposal of the tenders.

Samples furnished by the accepted tenders shall become the property of the Corporation and will not under any circumstances be returned to the tenderer.

However if the unsuccessful tenderer have not taken delivery of their samples within a period of one year it shall become the property of the Corporation.

- 5(a) Tenderers registered under Small Scale Industrial Unit with Competency Certificate from National Small Corporation Limited are eligible for exemption from payment of tender deposit and they should enclose the copy of Registration Certificate along with their Tender.
6. No tender stipulating conditions with regard to rates or supply can be accepted on any account.

Signature of Tenderer & Seal

7. Every tender shall contain or be accompanied by a declaration in the following form ;  
 I/We agree that I/We will not withdraw this tender during the minimum period that will be required for intimation of acceptance or non-acceptance as stipulated in the notice of tender 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.  
 The minimum period required for intimation of acceptance or non-acceptance of the tender is 3 months from ..**24.09.2010**..... in accordance with G.O.No.172 L.A. dated 2-2-1951.
8. No tender will on any account be received after the time fixed for the opening of tenders.
9. The tenderer must on no account make any alteration in or addition to or sign the agreement herewith attached. All corrections made in the column 6 of the schedule hereto attached, should be attached, by the initials of the tenderer. In the case of successful tenderers the amount of the deposit that they will be required to furnish under clause 4 of the contract will be intimated and the blank spaces in the agreement will be filled in at the office of the Gl. Stores and tenderer called upon to sign in the place provided in the presence of the Officer-in-charge of the Gl. Stores at his office.
10. The tender deposit of the unsuccessful tenders will be returned to them as soon as possible after the final disposal of the tenders on submitting a bill in the form to be had in the Office of the General Stores and the deposit of the successful tenderers will be returned to them as soon as they have deposited security and have executed the agreement.
11. Intending tenders are particularly requested to inspect the samples at the General Stores before they submit their tenders. The contract will be strictly enforced as regards quantity,

Signature of Tenderer & Seal

quality, specification and time of supply of the various articles. All the materials supplied by the successful tenderer as per indent placed on them, shall be checked for its quality and specification for its conformity with approved samples. The conservancy material samples may be got approved by the Government Laboratory or Government Recognized Laboratory or Corporation Laboratory as the case may be at their own cost by the successful Tenderer. The decision of the Officer in charge of stores is final and binding on both the parties as for as quality is concerned.

The rejected material shall be removed by the supplier within three days failing which godown charges will be collected. However if the supplier fails to remove even after one year, the same will be disposed off and any further claim for such material will not be entertained under any circumstances.

12. The intending tenderers should submit Sales Tax Clearance Certificate in all cases where the value exceeds Rs.2,000.
13. The rates tendered in Col. 5 of the Schedule should be inclusive of Sales Tax and no claim for any tax over the tendered and accepted rates will be entertained during the period of contract. If in any case, a tenderer should desire to claim Sales Tax separately, it should be particularly mentioned in his tender. In the absence of any reference Sales Tax in the tender it will be presumed that the rate tendered is inclusive of Sales Tax.
14. The rates should be specific and Final and no conditional tenders will be accepted.
15. The successful tenderer shall be required to supply articles within the Schedule or as and when required by the Corporation against the Purchase Order / Indents.
16. Please note that the rate should be stated specified whether the same is inclusive of S.T. & S.C. or exclusive, those should not be mentioned that the same will be charged if and as applicable and this will not be considered as payable. Tenderers with vague terms in respect of these taxes and duties will not be considered and the same will be taken as net.

Signature of Tenderer & Seal

17. The Corporation reserves itself the right to reject all or any of the tenders or to accept any tender or part thereof for its sue Performance in accordance with the conditions of the tender for the full period for which the tender is called for or any portion thereof, without assigning any reason for so doing.
18. The Corporation does not undertake the responsibility for obtaining the necessary import license or permits or any documents of a like nature. It is the sole concern and responsibility of the contractor to make his own arrangements to procure the materials and comply with the indent places on him.
19. Tenderers can quote the rate even for part quantity of the articles required. In this case the tenderer should quote quantity they can supply (Per Monthly / Quarterly / Half-yearly ) and their rate.
20. In the case of Co-operative Society Registered with Tamil Nadu Khadi & Village Industries Board. Such the performance certificate should be enclosed in the tender.
21. Experience Certificate regarding supply of the said material in the previous year to Government Organization or Local Bodies should be enclosed.
22. The Tamil Nadu Transparency in Tenders Act, 1998 and the related rules as amended up to date are applicable for all tenders floated by Corporation of Chennai.

Superintending  
Engineer  
( SWM )

Signature of Tenderer & Seal

## LETTER OF TENDER

To  
The Superintending Engineer (SWM),  
Corporation of Chennai

Sir,

1. I/We do hereby tender to supply the under mentioned materials in accordance with the conditions stated in the annexed agreement in consideration of payment being made for such materials at the respective rates specified in the annexed schedule.

The rates are quoted for supplies to be made in metric system of weightments.

2. I/We hereby undertake to complete delivery, at the Corporation General Stores, No. 37, Basin Water Works Street, Chennai-79, of any or all the articles referred to within the time specified in the order.
3. I/We further undertake and agree to pay within seven days after the negotiation of the acceptance of this tender or part thereof to the value of 2 percent of the total cost of materials that may be ordered, from me/us as a guarantee for the due fulfillment of my/our contract and I/We agree to execute at my/our cost the agreement attached which I/We hereby declare that I/We hereby declare that I/We have received with seven days after notification of acceptance of this tender.
4. I/We further agree that in the event of my/our failing to deposit NSC as mentioned above and executing the agreement within the specified period in the order herein before referred to the tender deposit shall be forfeited to the Corporation.
5. I/We hereby agree to pay Higher Security Deposit up to a Maximum of five percent if insisted up to by the Superintending Engineer (SWM) Corporation of Chennai.

Signature of Tenderer & Seal

6. I/We further agree that I/We will not withdraw this tender during the minimum period that will be required for intimation of the acceptance or non-acceptance of the tender being given to me/us. or until the expiration of a period of 3 months from ...**24.09.2010**..... whichever is earlier, and if I/We do so withdraw the tender then, I am/we are liable to forfeit the tender deposit.
7. I/We further agree to pay penalty, in case of delay, in delivery of materials calculated at the rate of 0.1% per day of the Indent / Contract value of such portion only of the materials, as have not been supplied on the specified date, for each day of delay, subject to a maximum of five percent (5%) of the value of such portion of the materials in any case.
8. I/We hereby declare that I/We agree to do the various acts, deeds and things hereinbefore referred to including the conditions relating to non-withdrawal of this tender herein above set out inconsideration of the Commissioner and the other Municipal authorities receiving and considering this my/our tender.
9. If EMD exemption is claimed, I/We further hereby undertake that in the event of Non fulfillment or Non-observation of any of the conditions stipulated in the tender / Agreement, I/We shall pay the EMD/SD amount / actual loss incurred whichever is less

As witness my/our hands this \_\_\_\_\_ day of  
200

**Signature .....**

**Address.....**

**Name and Address  
(in block letters)**

**CONTRACT FOR SUPPLY OF MATERIALS**

AGREEMENT dated  
this \_\_\_\_\_ day  
of \_\_\_\_\_  
\_\_200 \_\_\_\_\_ between  
\_\_\_\_\_  
\_\_\_\_\_ residing \_\_\_\_\_ at  
\_\_\_\_\_

of the one part and the Corporation of the City of Chennai (hereinafter referred to as the "Corporation") of the other part.

1. WHEREAS in the month of ..... the Corporation advertised for tenders for the supply of several materials, articles and things mentioned in the Schedule hereto attached to the terms and conditions of the notice attached to this contract, during the period of one year beginning from ..... and ending with .....
  
2. AND WHEREAS on ..... the Contract delivered to the Commissioner of the Corporation a tender whereby the Contractor tendered and undertook to supply some are all of the said materials articles and things mentioned in the said Schedule during the said term, at rates filled in by the Contractor against the items contained in the said Schedule and such tender was on the ..... day of.

accepted by the Commissioner of the Corporation on behalf of the Corporation / accepted by the resolution of the Contracts Committee or Council as regards the supply by the Contractor of such of the materials articles and things mentioned in the Schedule as set forth and described therein under the item numbers as follow.

Signature of Tenderer & Seal

S.No.	Item No.	Description of Articles	Rate	Per	Amount
	Schedule			Rs. P.	Rs. P.

3. AND WHEREAS the Contractor has been has an opportunity of seeing or calling for in the General Stores of the Corporation, samples of any or all of the said materials, articles and things as are stated in the column headed "particulars" in the said Schedule.
  
4. AND WHEREAS the Contractor in accordance with the terms of the said advertisement and the tender, had deposited in the Officer of Corporation as security for the due and faithful performance by the Contractor of this, his contract, for the supply of such accepted materials, articles and things, cash or the National Savings Certificates specially endorsed to the Corporation of Chennai to the value of 2% (Two percent) of the total cost of the materials that may be ordered from his such total cost being based on the quantities given in the columns headed "Probable Requirements" taken together with the prices filled in by the Contractor in the columns headed "Rate" in the said Schedule hereto, that is to say Rs..... subject to the provisions hereinafter contained.
  
5. NOW THESE PRESENTS WITNESS that it is hereby covenanted and agreed by the between the Contractor and the Corporation as follows (that is to say) :- In the contract the word "Corporation" means the Commissioner and Council of the Municipal Corporation of the City of Chennai acting under the powers vested in them in the Chennai City Municipal Act IV **General Explanation** of 1919 as amended by Act 56 of 1962 and the word "Commissioner" means the Commissioner and the word "Officer-in charge of General Stores means the Officer-in charge of General Stores as appointed under sections 7, 90 and 91 of the said Act and the word "Contractor" means the person or persons, Firm or Company being the party of parties hereto contracting, and also his or their legal representative or representatives as the contract may require. The rates are quoted for supply to be made in metric system of weighment.

Signature of Tenderer & Seal

6. The Contract shall during the period of one year commencing from on ..... from time to time supply to the Corporation such quantities as may be required by it, of the said materials, mentioned **Extend of Contract** the schedule here to which the Contractor has tendered to supply and which the Corporation has accepted such acceptance being evidenced solely by the inclusion in Clause 2 above of the item numbers attached to the description heretofore to the Contrariwise or any wise otherwise should not be split up such materials, articles and things accepted and described as aforesaid (hereafter) referred to as "the materials" are the only materials subject to his contract.
7. The Corporation on their part agree to order from the Contractor **Extra supplies Expected** during the course of the said one year such quantities as may be required by it of each item of the materials as defined above.
- 7(a) It is hereby expressly agreed that the quantities shown in col.3 of the Schedule hereto do not form part of this agreement but only are mentioned in this schedule for the purpose of enabling the tenderer to have rough idea of the requirement in order to enable him to tender and also for the purpose of fixing the security deposit as required in Clause 4 herein above.
8. All the materials which the Contractor shall be required to supply under this contract shall be supplied and delivered by the Contractor **Time and place of supply** within the specified time mentioned in the indent after the receipt by him of the indent duly signed as hereinafter provided, requiring the Contractor to supply and deliver the Same and the said materials shall be supplied and delivered at the General Stores of the Corporation or at such place or place with in the Municipal limits of the City of Chennai as defined in the said Act IV of 1919, G.O.No.529, L.A.D. dated 16-3-1946 as shall be mentioned in the indent.

Signature of Tenderer & Seal

If the Contractor is unable to supply the ordered materials within the time specified in the indent he may apply to the Officer-in-charge of the General Stores or the concerned intending authority in writing before the expiry of the time specified in the indent for an extension of time of supplying the materials and stating therein his reasons for the delay in supplying the materials. The Officer-in-charge of General Stores of the concerned indenting authority may at its absolute discretion consider the application and grant the Contractor such further extension of time as he may think it. The decision of Officer-in-charge of General Stores or the concerned indenting authority regarding the application of the contractor for an extension of time is final and binding on the Contractor.

If the Contractor fails to supply the materials within the time specified in the indent or the extended time as herein before provided, the ordered materials may be purchased else-where at the risk and cost of the Contractor and the rate at which the materials are purchased by the Corporation is not liable to be questioned by the Contractor. The decision of the Officer-in-charge of General Stores regarding the amount of loss sustained by the Corporation by reason of such risk purchases is final and binding on the Contractor. The Corporation shall be entitled without prejudice to its other rights to adjust any moneys as its hands and payable to the contractor either in respect of this contract or otherwise against any moneys due by the Contractor to the Corporation under this contract.

9. All indents or orders shall be signed by one or other of the following Officers of the Corporation viz., the Commissioner, the Officer-in-charge Indenting Authority of ~~General Stores~~ the Heads of Departments or any other Officer

duty authorized by the aforesaid officer and no indent or order that is not so signed will be binding on either the Contractor or the Corporation. All indents placed before ..... will have to be complied within the time limits furnished therein.

Signature of Tenderer & Seal

10. All the said materials supplied by the Contractor under this contract  
**Quality of articles to be supplied** shall be of the best quality of their respective kinds and similar to the samples furnished at the Stores or furnished by him. The Officer-in-charge of General Stores shall be the sole judge of the quality of the articles demanded and supplied and his decision as provided in Clause 12 hereunder shall be final and will not be liable to question by any Court of Law.
11. All the said materials supplied by Contractor under the contract shall be **Inspector** subject to the inspection acceptance or rejection of the following officer of the Corporation viz., the Engineer the Superintending Engineer or any other Officer duly authorized by the aforesaid officer respectively, for the time being or of any or either of such officers who are herein after referred to as an Inspecting Officer.
12. All the materials supplied by the contractor which in the opinion of an Inspecting Officer shall be in bad order, unsound, inferior in quality or description to the materials specified in the said schedule or the samples furnished **Rejection and appeal** or otherwise faulty or unfit for use, shall and may be rejected by an inspecting officer and his opinion and rejection shall in all respects be final and conclusive and altogether operative and binding upon the contractor and shall not be open or subject to question or dispute by the contractor upon any ground whatsoever unless he shall, within three days after such rejection, shall have been notified to him in writing by an Inspecting Officer or any or either of them, have appealed against such rejection to the Officer-in-charge of General Stores and the decision of the Officer-in-charge of General Stores on any such appeal shall be final and conclusive and altogether operative and binding upon the Contractor and shall not be open or subject to question or dispute by him upon and ground what so ever.

Signature of Tenderer & Seal

13. All the materials supplied by the Contractor which shall be rejected by any Inspecting Officer, shall be removed by the Contractor within three days after such rejection shall have been notified in writings him by an Inspecting Officer **Removal and Replacement of articles** of incase of any such appeal to the Officer-in-charge of General Stores shall as here in be fore provided ,such rejected materials be removed by the Contractor within three days after the decision of the Officer-in-charge of General Stores up holding such rejection shall have been notified in writing to the Contractor by the Officer-in-charge of General Stores and in case of any refusal or neglect on the part of the Contractor so as to remove any of the said materials which shall have been rejected as aforesaid, the said materials will lie there at the risk of the Contractor and shall be lawful for the Officer-in-charge of General Stores to charge rent at 2Ps. per rupee per day for the storage of the said rejected materials to remove or cause the same to be removed at the cost and expenses of the Contractor, in the event of such rejected materials not being removed within the time, as above stated and in the event of fresh materials corresponding to the qualities and description have specified not being supplied as hereinafter mentioned the Officer-in-charge of General Stores may without further notice to the contractor purchase materials to replace the rejected materials at the Contractor's risk and cost in the open market.
14. In lieu of the materials which shall have been rejected under any of the provisions herein contained, the contractor shall within three days of such reasonable time as may be fixed by the Officer-in-charge of General Stores upholding such rejection shall have been notified to him as aforesaid, supply and deliver to the Corporation at place or places, and on such manner as the Contractor shall have been originally required to supply and deliver the said materials which shall have so rejected as aforesaid such number of quantity of said materials of the qualities and description specified in the said Schedule as shall be equivalent in number or quantity of the number of quantity of the said article and things which shall have been so rejected as aforesaid.

Signature of Tenderer & Seal

15. All materials supplied in lieu of or in substitution for rejected materials shall in like manner be subject to the similar rejection, charge for Failure to supply rent and removed, in the event of such substituted materials being rejected. The Officer-in-charge of General stores without further notice to the Contractor purchase materials at the Contractor's risk and cost in the open market.
16. In case of any neglect or refusal on the part of the contractor to supply and deliver any of the said material which Corporation shall from time to time require the Contractor to supply and deliver and of such approved quantity or quantities and at such time or times, place or places and in such manner as herein provided and so often as any such neglect or refusal as aforesaid shall happen, it shall be lawful for the Officer-in-charge of General Stores or any person hereunto authorized to purchase elsewhere and from any other person or persons whomsoever at the risk and cost of the Contractor such quantities of the said materials as shall have not been duly supplied and delivered by the Contractor or as shall be required in lieu of any material which shall have been so rejected as aforesaid and to charge the excess if any, between the prices of the materials which may be so purchased or money which may have been paid for the same and the price or prices payable under this contract for such materials against the Contractor provided always that in the case the price payable under this contract for such materials which shall be so purchased elsewhere than from the Contractor shall exceed the price or prices or the money which have been paid for the same, such difference shall accrue to and be for the benefit of the Corporation and the Contractor shall not be entitled to any allowance in respect of the same.
17. **Risk and expenses 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 lawful for the Commissioner, Corporation of Chennai, without prejudice and in addition to, all and 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

Signature of Tenderer & Seal

agreement, and on the expiry of seven days from the date of service of the said writing, the agreement shall cease and be avoid except in respect of any prior action or omission.”

18. In case of delay in delivery of materials the purchaser may at his option, impose a penalty **Penalty for delay** calculated at the rate of 0.1 percent of the Indent / 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 supplier liability for the delay and shall not in any case exceed five percent of the value.

- 19.(a) The Contractor shall submit and deliver to the Officer-in-charge

**Bill** of General Stores on or before the 5th day of each calender month bill or bills in duplicate with complete vouchers, viz., Indent, Final Receipt etc., for the materials supplied under this contract during the preceding month and the Contractor shall be liable to a fine of Re.1 per day for any delay in the submission of each bill beyond the period fixed as above. The bill shall be in the form or in such form as will give, the information required, as regards the department for which the materials were required the date and number of indent and the Budget Head, when such have been furnished to the Contractor on the indents or orders are fully completed with, failing which the bills will not be taken as properly submitted. The bills for articles which are supplied direct to the indenting officer when so required, will be passed and paid for by the Department concerned independent of the Stores. The Officer-in-charge of General Stores should, however, be informed by the Contractor at the end of the every month how much of the each articles was supplied and to what Departments.

Signature of Tenderer & Seal

*Form of Bill above referred to*

The Corporation of Chennai  
Department

Dr. \_\_\_\_\_ to  
200 - 0

The Materials supplied during the month of

<b>Date</b>	<b>No. of</b>	<b>Budget</b>	<b>Quantity</b>	<b>Particulars</b>	<b>Rate</b>	<b>Per</b>	<b>Amount</b>
<b>Indent</b>	<b>Indent</b>	<b>Head</b>			<b>Rs. P.</b>		<b>Rs. P.</b>

19 (b) The Contractor hereby agree to the proposal regarding off fractions in Contractor's bill as follows :

Fraction of a rupee in the total of bills will be rounded off the nearest Paisa, Fractions of half Paisa and below are to be rounded off to the Paisa below, while fractions above half Paisa are to be rounded off to the Paisa above.

20. Payment in full, subject, however to any deductions made in respect of any moneys due by the Contractor under the provisions contained in this contract **Payment** shall be made to the contractor for all bills accompanied by necessary vouchers after the bills have been passed by the Officer-in-charge of ~~General Stores~~ provided also that it shall be lawful for the Commissioner to deduct any fines or charges made under the provision of his contract from the security deposit and the interest thereon referred to herein.

21. The Contractor shall not be in any way interested or concerned directly or indirectly with any of the officers, subordinates, or servants of the Corporation in any trade, business or other **Dealing with Corporation Officials** transaction what so ever nor shall the contractor give or pay, or promise to give or pay any such officer, subordinate or servant directly indirectly any money of fee or other consideration

Signature of Tenderer & Seal

under the designation of "Custom" or otherwise, not shall the Contractor assign or make over this contract directly or indirectly to any person or persons whomsoever or permit any person or persons whomsoever to interact the management of performance hereof neither under powers-of attorney or otherwise without obtaining the consent in writing of the Commissioner First.

22. Upon the complete fulfillment of this contract by the Contractor to the satisfaction of the Corporation the said deposit and or security referred to in Clause 4 hereof shall **Payment of Security** be returned and delivered to the Contractor save and except as provided in Clauses 12 and 22 herein.

23. In case the contractor shall fail, neglect or refuse to observe, perform, fulfill and keep all or any one or more or any part of any one or more of **Termination of contract on breach of condition** covenants, stipulations and provisions herein contained it shall be lawful for the Corporation on any such failure neglect or refusal to put an end to this contract so for as regards the Corporation and there up on every articles, clause and things herein contain on the part of the Corporation shall cease and be avoid and incase any damage, loss, expenses, difference in prince or other money shall then or any time during the continuance of this contract be due or owing by the Contractor to the Corporation, it shall be lawful for the said Commissioner to reimburse and pay to the Corporation all such damages, losses, expenses, differences in price or other moneys from and out of any moneys for the time being payable to the Contractor under this and any other contract and in case such last mentioned moneys shall be sufficient to reimburse and pay all such damages, losses, expenses, difference in price and other moneys as aforesaid it shall be lawful for the said Commissioner to appropriate the cash or security deposited by the contractor as herein before mentioned and with and out of the proceeds to reimburse, and pay to the Corporation all such damages, losses, expenses, difference in price and other moneys as the Corporation shall have sustained, incurred, or been put to by reason of the contractor having been guilty of any such failure, neglect or refusal as aforesaid or other breach in the performance of this contract as shall for the time being due and owing from the Contractor to the Corporation.

Signature of Tenderer & Seal

24. In case the Contractor or any or either of them shall at any time during the continuance of this contract become bankrupt or insolvent or commit **Bankruptcy or Notice** any act of bankrupt or insolvency under the provision of any law in the behalf for the time being in force of shall compound with their creditors, it shall be lawful for the Corporation to put an end to this contract, and thereupon every article, clause and things therein contained on the part of the Corporation shall cease and be avoid and the Corporation shall have all the rights and remedies given to them under the last preceding clause hereof.
25. All the notice given to the Contractor is respect of any matter of thing relating to or arising out of this contract or of any of the terms hereof shall be considered duly served or given to the Contractor if delivered to him or left at such premises within the local limits of their City of the Chennai as the Contractor may from time to time by notice in writing inform the Corporation to be his place of business or a bode for the purpose of this clause. All notice under this contract which shall be signed by the Commissioner may be signed by the Officer-in-charge of General Stores on his behalf.
26. The SSI Unit / Public sector undertakings and Co-operative Society are exempted from the payment of Earnest Money Deposit only.

Signature of Tenderer & Seal

**IN WITNESS WHEREOF** the Contractor has set hereunto his hand and seal and the Corporation has authorized and the Commissioner, has caused the common seal of the Corporation to be affixed the day and year first above written.

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

*Signature of the Tenderer and Seal*

Officer-in-charge of  
General Stores

*E.E(SWM)*

*Superintending  
Engineer (SWM)*

The Common Seal of the  
Corporation of Chennai  
hereunto affixed in the  
presence of the Commissioner

In witness whereof  
I hereunto affix  
my Signature.

*Commissioner  
Corporation of Chennai*

Clause 7(a) of the agreement is reprinted here for the information of tenders :

It is hereby expressly agreed that quantities shown in Column-3 of the Schedule here do not form part of this agreement. But, only are mentioned in the schedule for the purpose of enabling the tenderer to have a rough idea of the requirement is in order to enable him to tender and also for the purpose of fixing Security Deposit as required in clause-4 of the agreement herein above.

N. B. :- The tenderers should quote the rates both in words and in figures. Incase of any discrepancy between the prices quoted in words and figures lower of the two shall be considered.

Sl. No.	Description of Material	Probable Quantity	Rate per no.	Rate per no. in words
1	Rain coat (Inside rubber out side canvas) in one set pant, jerkin (shirt) with cap in three pieces in various sizes	5,841 nos.		
2	Rain coat (Over coat type) Inside rubber out side canvas with cap in various sizes	3,841 nos.		

Signature of the Tenderer & Seal

1. Payment will be made after receipt and verification of Materials by respective Zones 1 to 10 and All Heads of Departments.
2. The Contractor should supply an indented quantity irrespective of the approximate quantity mentioned in the contract during the contract year. They should not stop supplies whenever and wherever they find disadvantages of rates etc.
3. The quantities shown in column 3 are for the purpose of fixing Security Deposit.
4. The materials should be delivered at respective Zones 1 to 10 and All Heads of Departments at free of cost.
5. The rate should be quoted as per condition of 13 of the tender notice. It should not be mentioned the S.T. and S.C. will be charged if and as applicable for the same will not be considered as payable and rate quoted will be taken as nett inclusive of all taxes and charges such as packing, carting, delivery etc. complete.
6. The latest S.T.C.C. should be furnished by successful tenderers.
7. **Samples must be furnished along with tender,those tender quoted along with samples as per the specification will only be considered for opening.**
8. The Tenderer should supply the Materials directly to Corporation of Chennai, No-Sub dealer or authorised agent should supply the Materials to Corporation of Chennai behalf of the successful Tenderer, Such Tenders will be liable to be rejected.
9. Tenders received from the debarred and black listed tenderer will not be considered. Similarly tenders received from those tenderers on whom disciplinary action initiated for belated supply or failure to supply the material in time, or for having supplied the substandard materials will not be considered and those tenders are liable to be rejected.

Date :

*Signature of Tenderer & Seal*

Address :

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