



TENDER NO: OT/054/2010, dt 21.10.2010, due on 12.11.2010



## CHENNAI METROPOLITAN WATER SUPPLY AND SEWERAGE BOARD

### MATERIALS DEPARTMENT

TENDER NO: OT/ 054/2010, dt. 21.10.2010, due on 12.11.2010

**Supply and delivery of various sizes of Batteries as per IS 14257-1995 to its latest revision on ARC basis for the year 2010 – 11.**

NOTICE INVITING TENDER – Page No. 2 OF 18, LETTER OF TENDER Page No. 8 & 9 OF 18, AGREEMENT Page No. 10 - 15 OF 18, PRICE SCHEDULE & CONDITIONS Page No. 16 OF 18, SPECIAL CONDITIONS ON ARC Page No. 17 OF 18 AND GENERAL CONDITIONS OF THE TENDER Page No. 18 OF 18.

### **Tender due on 12.11.2010**

Tender should be accompanied with the Tender Document duly signed with address and seal in the Letter of Tender (Page No. 8 & 9 of 18), Price Schedule (Page No.16 of 18), Special Conditions on ARC (Page No. 17 of 18) and General conditions of the tender. (Page No.18 of 18)

INTERESTED TENDERERS ARE REQUESTED TO DOWNLOAD THE ENTIRE PAGES (PAGE NO 1 TO 18) AND SHOULD SUBMIT ALL PAGES DULY SIGNED ALONG WITH THE REQUIREMENTS AS SPECIFIED IN THE TENDER SCHEDULE ON OR BEFORE THE DUE DATE.

No.1, Pumping Station Road,  
Chintadripet, Chennai-600 002

PURCHASE MANAGER  
Chennai Metropolitan Water  
Supply & Sewerage Board

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CHENNAI METROPOLITAN WATER SUPPLY AND SEWERAGE BOARD  
No.1 Pumping Station Road, Chintadripet, Chennai 600 002.

MATERIALS DEPARTMENT : PURCHASE DIVISION

**TENDER NOTICE**

1. NATURE : Sealed tenders are invited in the prescribed form.
2. ADDRESS : Purchase Manager  
No.1 Pumping Station Road,  
Chintadripet, Chennai 600 002.
3. DETAILS OF TENDER :

Sl. No	Tender No. and Date	Description	EMD amount in Rupees	Last date & time for issue of tender	Due date & time for receipt of tender
1.	OT/054/2010 dt.21.10.2010	Supply and delivery of various sizes of Batteries as per IS 14257-1995 to its latest revision on ARC basis for the year 2010 – 11.	10,200/-	11.11.2010 upto 3.00p.m.	12.11.2010 upto 3.00p.m.

4. ISSUE OF TENDER : From 28.10.2010 to 11.11.2010.

5. TENDER SCHEDULE: Detailed description, eligibility criteria along with terms and conditions of the contract are available in the tender schedule which can be downloaded from the official website of CMWSSB ([www.chennaietrowater.tn.nic.in](http://www.chennaietrowater.tn.nic.in) & [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in)). The tender schedule can also be obtained from office of the Information and Facilitation Officer at Head office at free of cost on any working days of the Board between 10.00 a.m. and 3.00 p.m. (Monday to Friday) up to 11.11.2010. If the tender schedule is required to send by post an amount of Rs.100/- (Rupees one hundred only) shall be sent to Purchase Manager in the form of D.D. drawn in favour of CMWSS Board, Chennai-2. Board is not held responsible for non-receipt or belated receipt of tender when sent by post.

6. Address (For information, purchase, delivery and opening of bids) :  
**PURCHASE MANAGER,**  
**MATERIALS DEPARTMENT,**  
**CMWSSB,**  
**# 1, PUMPING STATION ROAD,**  
**CHINTAD RIPET,**  
**CHENNAI- 600 002.**  
**TAMILNADU, INDIA**  
**Telephone no: 044 28451300**  
**Fax 044 – 28458181 / 28454684**  
**E-Mail: [cmwssb@md2vsnl.net.in](mailto:cmwssb@md2vsnl.net.in)**  
**[www.chennaietrowater.tn.nic.in](http://www.chennaietrowater.tn.nic.in)**

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CHENNAI METROPOLITAN WATER SUPPLY  
AND SEWERAGE BOARD

**MATERIALS DEPARTMENT :: PURCHASE DIVISION**

**TENDER NO. OT/054/2010, dt.21.10.2010, due on 12.11.2010**

1. Tender for **Supply and delivery of various sizes of Batteries as per IS 14257-1995 to its latest revision on ARC basis for the year 2010 – 11** to the Stores Manager, ETC Stores, Chennai will be received by the Purchase Manager (Materials) on behalf of the Managing Director, Chennai Metropolitan Water Supply and Sewerage Board, at No.1, Pumping Station Road, Chintadripet, Chennai-600 002 upto 3.00 P.M. on **12.11.10**. The Purchase Manager (Materials) will open the tenders in the presence of such of the tenderers as may attend. No tenders will on any accounts be considered which are received after 3.00 P.M. on the said day of **12.11.10**.
2. Printed forms of tender, contract and drawing can be obtained from the Information and Facilitation Officer, Chennai Metropolitan Water Supply and Sewerage Board, at No.1, Pumping Station Road, Chintadripet, Chennai-600 002 at free of cost and tenders downloaded from the CMWSSB official website will be considered.
3. The tenderers should fill in the Letter of Tender as also the rates at which they can supply the materials referred to in the Schedule attached.
4. The tenderer having filled in the Letter of Tender and Bill of Quantities must sign and deliver them to the Purchase Manager (Materials), Chennai Metropolitan Water Supply and Sewerage Board, at No.1, Pumping Station Road, Chintadripet, Chennai-600 002 in a sealed cover superscribed CMWSSB/MAT/PUR/TENDER NO **OT/054/2010, dt.21.10.2010, due on 12.11.10** & Tenders for **Supply and delivery of various sizes of Batteries as per IS 14257-1995 to its latest revision on ARC basis for the year 2010 – 11** to the Store Manager, ETC Stores, Chennai due at 3.00 P.M. **12.11.10**. Failure to sign the "LETTER OF TENDER" and "PRICE SCHEDULE" will lead to rejection of the Tender at the time of Opening of Tender itself.
5. The rates quoted are to be both in words and figures and to include delivery of the materials at any Board's store or at any other site as may be ordered within the Metropolitan Area of the City of Chennai.
6. Every tender must be accompanied by another sealed cover superscribed "Tender deposit for contract CMWSSB/MAT/PUR/TENDER NO **OT/054/2010, dt.21.10.2010** due at 3.00 P.M. on **12.11.10** containing a receipt for **Rs.10,200/-** paid into either CMWSS Board Cash Counter at No.1, Pumping Station Road, Chintadripet, Chennai-600 002 or by a Demand

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Draft/Bankers Cheque obtained from any schedule Bank for the same value payable at Chennai endorsed in favour of the MANAGING DIRECTOR, CMWSS Board for the nominal value of Rs.10,**200/-** otherwise it will not be considered. Cash or Cheque presented at the time of opening of tenders will not be accepted.

Both the tender cover and the cover containing Tender Deposit must be enclosed in a sealed outer cover superscribed Contract CMWSSB/MAT/PUR/TENDER NO **OT/054/2010, dt.21.10.2010, due on 12.11.10** and Tender Deposit for the **Supply and delivery of various sizes of Batteries as per IS 14257-1995 to its latest revision on ARC basis for the year 2010 – 11** to the Store Manager, ETC Stores, Chennai due at 3.00 P.M. on 12.11.10.

- a) Such of those tenderers who are registered as Small Scale Industrial Units either with N.S.I.C. limited, or Tamil Nadu Small Industries Development Corporation are entitled for exemption from payment of Earnest Money Deposit.
  - b) The tenderers should submit the bids in the following manner "The cost bid shall be in the prescribed tender form and shall be in one cover and the Demand Draft drawn on any scheduled Bank or this office treasury challan towards the remittance of E.M.D. amount or a permanent certificate from N.S.I.C. Limited or Tamil Nadu Small Industries Development Corporation as proof for the Tenderer's registration as a Small Scale Industrial Unit with any one of the above two authorities should be enclosed in another cover duly indicating the contents viz. Tender "EMD" or exemption certificate respectively. This may clearly be noted that the permanent SSI or NSIC certificates should be for 'the manufacturing of the products for which tender has been called for and should have required production capacity, otherwise tenders, will be left out of consideration. These two covers should be put into another cover and sealed duly superscribing on it the Tender No. and due date and time and enclosures (1) tender cover (2) E.M.D./Exemption Cover. Tenders submitted contrary to the above instructions shall be rejected.
  - c) Telegraphic offers are not acceptable under any circumstances.
  - d) If the due date fixed is declared as holiday by the Government of Tamil Nadu, the tenders will be opened at the same timings on the next working day.
7. No alteration whatever may be made in the text of the tender or schedule obtained from I.F.O or when download from CMWSSB Official website is allowed. Any remarks or explanations should be set out in a covering letter. The form of contract is bound up with the other documents so that the tenderers may know what their liabilities and duties are.
  8. The successful tenderer will be required to sign the contract within the time mentioned in the letter of tender.
  9. Attention is drawn to the Security Deposit to the extent of 2% of the total value of contract or such other security demanded which will have to be made with Managing Director, Chennai Metropolitan Water Supply and Sewerage Board by the successful tenderer and to his having

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to execute the contract attached within the time stated in the Letter of Tender. On Receipt of order, Successful Tenderer should pay Security Deposit at 2% of value of order, Security Deposit shall be remitted in the form of cash paid at Metrowater Cash Counter / Small Savings Scripts / Fixed Deposit and Pledged in the name of “ Managing Director C.M.W.S.S. Board “. The duration of the scripts shall be valid for the complete period of completion. The Security Deposit remitted by the successful tenderer shall not bear any interest. The form of agreement of the accepted tenderer will have to be executed with special adhesive stamps to a value of Rs.20/-, the cost of which must be borne by the tenderer.

- a) The tenderers or their agents are expected to be present at the time of opening of tenders. The tender receiving officer will be opening each tender, prepare a statement of the attested and unattested corrections therein and hand it over to the tenderer concerned and initial all such corrections in the presence of the tenderer.
10. The tender deposit of **Rs.10,200/-** of each unsuccessful tenderer will be returned to him as soon as possible after the final disposal of the tenders. The tender deposit of **Rs.10,200/-** of the successful tenderer will be returned to him after he has deposited the required Security Deposit and agreement executed.
  11. Every tender should be accompanied by a declaration in the following form **“I / We agree, I / We will not withdraw this tender during the period that will be required for intimation of acceptance or non-acceptance as stipulated in Clause-18 in the notice of tenders, such period to date from the last date by which tenderers are due to be submitted to the Chennai Metropolitan Water Supply and Sewerage Board and if I / We do so withdraw I / We are liable to forfeit the tender deposit of Rs.10,200/-**
  12. Should any tenderer withdraw the tender after 3.00 P.M. on the day of tender opening on **12.11.10** and Should the successful tenderer fail to furnish the security deposit or to execute the contract within the specified time he should forfeit the deposit of **Rs.10,200 /-** the CMWSS Board and be further liable to the consequences set out in the Letter of Tender.
  13. It should be clearly understood that the prices quoted in the tender are to include everything required to be done by the conditions of the contract and specification or by any drawings therein referred to, and also all such work as is necessary to the proper completion of the contract, although special mention thereof may have been omitted in the specification and schedule or drawings.
    - (a) If sales tax or other taxes and duties are to be claimed separately, the same should clearly be stated in the tender. If no mention is made of taxes, the rate will be taken as inclusive of all taxes.

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(b) **Determination of the lowest evaluated price**

The lowest bid among the tenders which are found to be substantially responsive will be determined with reference to the total landed price i.e F.O.R. stores.

However, if the tenderers are from both the state of Tamil Nadu as well as from other States, the Central Sales Tax shall be included for the evaluation of the price quoted by the tenderers from outside the State of Tamil Nadu and the 'VAT' shall be excluded for the tenderers from Tamil Nadu as per the provisions laid down in the rules under Tamilnadu Transparency in Tenders Act 1998.

The tenderers shall give the break up of quoted F.O.R. Stores rates under various components like basic price, Excise Duty applicable to individual manufacturer in his manufacturing location, Central Sales Tax, VAT and other charges etc. These details shall be furnished only in the format prescribed in the tender documents.

Any statutory variations in duties/taxes, which takes effect from a date subsequent to the due date for receipt of tender, shall be to CMWSS Board's Account.

14. No allowance shall be claimed by or made to the contractor whose tender may be accepted for any error in rates of whatever description that may be discovered after his tender has been sent in.
15. The CMWSS Board does not bind itself to accept the lowest or any tender and will not assign any reason for its action in this respect.
16. The CMWSS Board reserves the right to subdivide the contract between two or more tenderers.
17. The successful tenderer will not be exempted from the payment of any municipal rates, tolls or taxes in consequence of his being contractor for the CMWSS Board.
18. The tenders shall be open for acceptance for a period of Ninety days from the last date fixed for the receipt of tenders.
19. The tenderers should be able to commence the supply **immediately** from the date of communication or acceptance of this tender and complete the supply within the **delivery period mentioned in the schedule** from the date of communication or acceptance of this tender.
20. Any further information required may be obtained from the Office of the Purchase Manager, Chennai Metropolitan Water Supply and Sewerage Board, No.1, Pumping Station Road, Chintadripet, Chennai-600 002.
21. A certificate of Income Tax verification from the Income Tax authorities as required in Government Order No.867, Finance Budget, General Dt.16-8-49 in the form appended

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therein and the Chennai Sales Tax Clearance Certificate will have to be furnished by the Successful tenderer within 14 days from the date of receipt of communication of the acceptance of this tender by the CMWSS Board or at the time of execution of agreement whichever is earlier. Failure to do so will entail forfeiture of tender deposit.

22. The rates should be quoted both in figures and in words. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.

23. All disputes under this contract are subject to Chennai jurisdiction only.

24. The payment will be made within 15 days after acceptance of materials at Store.

Note: 1. The rates quoted shall include the delivery of the material to the Stores Manager, ETC Stores, Chennai.  
2. On receipt of order, Tenderer should pay Security Deposit at 2% of value of order. Security Deposit shall be remitted in the form of cash paid at Metrowater Cash counter / Small savings scripts / Fixed Deposit and pledged in the name of "Managing Director, C.M.W.S.S. Board". The duration of the scripts shall be valid for the complete contract period.

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*TENDER NO:OT/054/2010, dt21.10.2010, due on 12.11.2010*

**TENDER NO. OT/054/2010, dt.21.10.2010, due on 12.11.2010**

## **LETTER OF TENDER**

This tender to be delivered on or before 3.00 p.m on 12.11.2010

To

The Managing Director  
Chennai Metropolitan Water Supply and Sewerage Board  
CHENNAI-600 002

Sir,

I / We do hereby tender to supply to the Chennai Metropolitan Water Supply and Sewerage Board for the **Supply and delivery of various sizes of Batteries as per IS 14257-1995 to its latest revision on ARC basis for the year 2010 – 11** to the Store Manager ETC Stores, in accordance with the conditions stated in the annexed agreement and specification and drawings attached here to at the respective rates specified.

I / We have examined the details of the materials to be supplied and have carefully noted the conditions of contract and the specification and drawing with all the stipulations of which I / We agree to comply.

I / We hereby undertake to complete delivery at the places mentioned in the specification of all the articles within as per Clause 4 of the agreement from the date of communication of acceptance of my/our tender.

I / We further agree that I / We will not withdraw this tender either in full or in part during the time that will be required for intimation of the acceptance or non acceptance of the tender being given to me/us or until expiry of a period of three months from the date of receipt hereof, as stipulated in Clause 18 of the notice to tenders whichever is earlier and if I / We do so withdraw the tender then I am / We are liable to forfeit the tender deposit.

I / We hereby undertake and agreed to forward within fourteen days after the notification of the acceptance by the CMWSS Board of this tender securities to the value equivalent to 2% (two percent) of the contract amount or such other amount as may be demanded as a guarantee for the due fulfillment of my/our cost the agreement attached within fourteen days after notification of acceptance of this tender.

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I / We further agree that the acceptance of this tender shall result in the constitute a valid and concluded contract binding on me/us the terms whereof shall be taken to be those mentioned in the form of agreement here to annexed notwithstanding the non-execution of the said agreement.

I / We further agree that in the event of my/our failing to deposit securities mentioned above or to produce the latest income tax and sales tax clearance certificate or to execute the agreement within the period of fourteen days has in before referred to for the sum of **Rs.10,200/-** deposited with the tender shall be forfeited to the CMWSS Board and the Managing Director, Chennai Metropolitan Water Supply and Sewerage Board, shall be entitled to cancel the contract which shall have to be concluded by virtue of the said acceptance and there upon arrange for any other person or persons to supply the materials herein before mentioned and I / We agree to be liable irrespective of the forfeiture aforesaid for all damages, losses, charges and expenses arising from or by reason of such failure and arrangement.

I / We hereby further agree and undertake to replace free of cost to the Chennai Metropolitan Water Supply and Sewerage Board any of the articles which may be found by the Purchase Manager (Materials) or his representative to be damaged or defective when delivered.

I / We hereby declare that I / We agree to do the varies acts, deeds and things referred to herein including the condition relating to non-withdrawal of this tender above set out in consideration of the Managing Director and other Board authorities and considering this my/our tender.

As witness my/our and this .....Day of .....

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To affix special adhesive stamp  
For Rs.20/-

**AGREEMENT**

Agreement made the .....day of .....two thousand  
..... between.....  
(hereinafter referred to as "CONTRACTOR") of the one part and the Chennai Metropolitan Water Supply and Sewerage Board a statutory body constituted under Act 28 of 1978 having its office at No.1, Pumping Station Road, Chintadripet, Chennai-2 (hereinafter called the purchaser) of the other part.

WHEREAS the contractor has agreed to supply to the purchaser the materials mentioned in the specification and schedule attached hereto at the prices and in the manner and upon the terms and conditions hereinafter mentioned And whereas the contractor has deposited with purchaser, the sum of Rs. (Rupees .....  
.....  
as security (which sum does not bear any interest) for the due and faithful performance of this contract and to be forfeited in the event of the contractor failing duly and faithfully perform it.

NOW THESE PRESENTS 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 manner, following (that is to say) :

1. The contractor shall sell and the Purchaser shall Purchase the quantities of materials specified herein.
2. The Purchase Manager (Materials) or his representative shall be the sole judge upon all matters relating to the meaning and consequence of the specification and conditions of this contract. In case of any dispute of difference touching the construction any clause herein contained of the rights, duties liabilities of the parties hereto or any other way touching or arising out of presents the decision of the Managing Director, Chennai Metropolitan Water Supply and Sewerage Board shall be final and abiding.
3. The materials shall be of the very best quality and shall comply with the conditions and stipulations specified herein. All materials taken from the contractor shall be inspected by the Inventory Control Manager or his representatives whose decision as to quality and quantity shall be binding on both parties.

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4. The tenderer should commence the supply immediately from the date of communication of acceptance of this tender and should complete the supply within the delivery period mentioned in the schedule from the date of communication of acceptance of the tender.
5. Time shall be considered as the essence of this contract on the part of the contractor and in case the contractor shall fail to complete the delivery of any of the materials to be supplied under 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 Purchase Manager (Materials) or his representative the contractor shall not be making delivery at such a rate as will ensure complete delivery within the time given, it shall be lawful for the Managing Director of Chennai Metropolitan Water Supply and Sewerage Board without prejudice to his remedy under this contract to obtain the undelivered materials from any other person or persons and additional expenses so incurred shall be payable by the contractor.
  - (a) The tenderer shall fulfill the purchase orders placed on them wholly otherwise they will not be allowed to participate in future tenders for a period of one year.
6. All the materials supplied by the contractor under this contract shall be subject to the inspection acceptance or rejection of the Inventory Control Manager or his representative.
7. All materials supplied by the contractor which shall be rejected by the Inventory Control Manager shall be removed by the contractor within three days after such rejection shall have been notified in writing to him by the Inventory Control Manager or his representative and in case if 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 it shall be lawful for the Inventory Control Manager or his representative to charge rent for storage of the said rejected materials or to remove or cause same to be removed at the cost and expense of the contractor in the event of such rejected materials not being removed within the time afore-said and in the event of fresh materials corresponding to the qualities and description required not being supplied as thereafter, mentioned. The Purchase Manager (Materials) or his representative may without further notice to the contractor shall purchase materials to replace the rejected materials at the contractor's risk and cost.
8. All disputes under this contract are subject to Chennai Jurisdiction only.

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9. In lieu of the materials which shall have been rejected under any of the provisions herein contained the contractor shall within 3 days of such reasonable times as may be fixed by the Inventory Control Manager or his representative after such rejection supply and delivery to the C.M.W.S.S. Board or such places and in such manner as the contractor shall have been originally required to supply and deliver the said materials which shall have been so rejected as aforesaid such number of quantity of the said materials of the qualities and descriptions required as shall be equivalent in number of quantity of the number of quantity of the materials and things which shall have been so rejected as aforesaid.
10. All materials supplied in lieu of or in substitution for rejected materials shall in like manner be subject to similar rejection charge for rent and removal in the event of such substituted materials being rejected. The Purchase Manager (Materials) or his representative may without further notice to the contractor shall purchase materials to replace the rejected materials at the contractor's risk and cost, provided always that in case the price or prices payable under this contract for such materials which shall be so purchased elsewhere than from contractor shall exceed the price or prices or the money which may have been paid for the same, such difference, shall accrue to and be for the benefit of the Chennai Metropolitan Water Supply and Sewerage Board and the contractor shall not be entitled to any allowance in respect of the same.
11. If at any time during the continuance of this agreement the contractor shall in the opinion of the Purchase Manager (Materials) or his representative has delayed in making any supply ordered by reason of any lockouts strikes riots, mutinous storms, tempest or other unexpected exceptional causes the time for delivery may be extended by the Purchase Manager (Materials) or his representative as he may consider reasonable.
12. In case the CONTRACTOR fails to supply and deliver any of the said materials within the time specified in Clause 4 herein, he shall be liable to pay the Chennai Metropolitan Water Supply and Sewerage Board as and by way of penal levy calculated at the rate of 1% (one percent) per month of delay of the cost of the delayed items. This penal levy will however be restricted to a maximum of 6% (six percent) per annum. Notwithstanding the provision for the penal levy, the Purchase Manager (Materials) is empowered to exercise the risk purchase clause specified in para 5 above when it is concluded that the contractor has been willfully delaying the supply of materials in spite of penal levy. This decision of risk purchase by the Purchase Manager (Materials) will be final.
13. In case the Public Sector undertakings fail to supply and deliver of the said materials within the time specified in Clause-4 herein, he shall be liable to pay Chennai Metropolitan Water Supply and Sewerage Board as and by way of penalty levy calculated

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- at the rate of 1% (one percent) per month subject to a maximum of 6% (six percent) per annum notwithstanding the provision for the period levy, the Purchase Manager is empowered to exercise the risk purchase clause specified in para 5 above when it is concluded that the contractor has been willfully delaying the supply of materials in spite of penal levy. This decision of risk purchase by the Purchase Manager (Materials) will be final.
14. All expenses damages and other moneys payable to the C..M.W.S.S. Board by the contractor under any stipulations in this contract may be retained out of any money than due or which may be subsequently become due from the C.M.W.S.S. Board to the contractor by the C.M.W.S.S. Board shall be insufficient to pay such said expenses damages and moneys it shall be lawful for the Managing Director of C.M.W.S.S. Board to sell and dispose of any or all of the securities deposited by the contractor and out of the securities deposited by the contractor and out of the proceeds of such sale to reimburse and pay to the purchase all the said expenses, damages and money's and in case such proceeds of sale of the said securities shall be insufficient, then it shall be lawful for the purchaser to recover the residue of the said expenses, damages and money. If necessary by legal proceedings against the contractor.
  15. The contractor shall submit bills to the Finance Dept. (Supplies) for payment within fifteen days after each delivery of the materials and he shall be paid for them at the rates given herein on certificates of the Purchase Manager (Materials) or his representative that the materials have been supplied to his entire satisfaction fraction of a paise-in the total of bills will be rounded off to the nearest paise (that is fraction of half paise and loss will be discharged and over half paise will be taken as one paise).
  16. The Contract shall not be assignable by the contractor.
  17. In case the contractor shall fail or neglect or refuse to faithfully perform any of the covenants on his parts therein contained it shall be lawful for the Managing Director of C.M.W.S.S. Board to forfeit the amount deposited as security.
  18. In case the contractor shall fail or neglect or refuse to observe, perform fulfill and keep all or any part of any one or more of the covenants stipulation and provision herein contained it shall be lawful for the Managing Director, C.M.W.S.S. Board without prejudice and 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 tender his hand to put an end to this agreement and on expiry of seven days from the date of service of the said writing this agreement shall cease and avoid but without thereby affecting the obligations, liabilities and responsibilities of the contractor, the whole

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- of which shall unless otherwise agreed in writing to the contrary contain as to be in force as fully and to the same extent as if the contract has not been so determined and as if the purpose subsequently made had been at the risk of the contractor and without thereby creating may trust in his favour.
19. (a) All Certificates or Notices or 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 writing shall not be valid, binding or be any effect whatsoever.
- (b) The terms "Contract" shall include these presents and the tender schedule and specification, hereto annexed and the specifications, plans and drawings hereinafter referred to.
- c) Explanation. In this contract the word Purchase Manager (Materials) shall mean Thiru .....C.M.W.S.S. Board duly authorized to act as such in connection with this contract.
20. The contractor shall not be in any way interested or concerned directly or indirectly with any of the officer, subordinates or servants of the Chennai Metropolitan Water Supply and Sewerage Board in any trade, business or other transaction not shall the contractor give or pay or promise to give or pay any such officer, subordinate or servant directly or indirectly any money or fee or other consideration under designation of 'Custom' or otherwise not shall be contractor permit any person or persons 'whomsoever to interfere in the management of performance hereof either under power of attorney or otherwise without title consent in writing of Managing Director first had been obtained.
21. (a) No Board employee shall directly or indirectly engage himself or permit any member of his family to engage in any contract or trade, business other transaction with CMWSS Board. If it is noticed, the contract would be liable for termination immediately without any notice.
22. In case the contractor shall at any time during the continuance of the contract become bankrupt or insolvent or commit any act or bankruptcy or insolvency, under the provisions of any law in that behalf for the time being in force or shall compound with his creditor it shall be lawful for the C.M.W.S.S. Board to put an end to this contract and thereupon every article, clause and thing herein contained on the part of the C.M.W.S.S. Board shall cease and be void and the C.M.W.S.S. Board shall have all the rights and remedies given to them under the proceeding clauses.
23. All the notices given to the contractor in respect of any matter or thing relating to or arising out of this contract or any of the terms hereof shall be considered duly served on or given to the contractor if delivered to him or left at such premises within local limits of

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**TENDER NO: OT/054/2010, dt 21.10.2010, due on 12.11.2010**

- City Chennai as the contractor may from time to time by notices in writing inform the C.M.W.S.S. Board to his place of business or above for the purpose of the class.
24. In case of SSI units, in the event of non-fulfillment or non observance of any of the conditions stipulated in the contract, the SSI unit shall pay as penalty an amount equivalent to SD/EMD or an amount equal to the actual loss incurred by the Board on such breach of contract, whichever is less.
25. This agreement shall be read along with the following letters of the contractor and the Purchaser (Copies of which are enclosed).

Purchase Order No.

Date:

In witness whereof the contractor and the Purchase Manager, Chennai Metropolitan Water Supply and Sewerage Board acting for and on behalf of the Chennai Metropolitan Water Supply and Sewerage Board have set their hands the day and year first above written.

Signed by the Contractor in the presence of

CONTRACTOR  
ADDRESS SEAL  
Phone No.  
PAN No.

In witness whereof  
I have unto affix my signature

PURCHASE MANAGER  
C.M.W.S.S. BOARD

SIGNATURE OF THE TENDERER  
ADDRESS WITH SEAL



**TENDER NO.OT/054/2010 DT.21.10.2010, DUE ON 12.11.2010**  
**PRICE SCHEDULE**

Sl. No.	Description	Qty in Nos	Rate / Unit RS.P	Amount Rs.P
	Supply and delivery of various sizes of Batteries as per IS 14257-1995 to its latest revision on ARC basis for the year 2010 – 11.			
1	12 V x 7 P	20 Nos.		
2	12 V x 11 P	1 No.		
3	12 V x 13 P	47 Nos.		
4	12 V x 17 P	5 Nos.		
5	12 V x 19 P	50 Nos.		
6	12 V x 21 P	21 Nos.		
7	12 V x 25 P	31 Nos.		
8	12 V x 29 P	4 Nos.		
	Warranty Period			
	<b>Make:</b> EXIDE / Amara raja/Equivalent			
	Excise Duty			
	*VAT / CST			
	Freight Charges			
	Other Charges, if any			
	Total			

**TERMS AND CONDITIONS**

1. In case of \*VAT/CST, it should be specifically mentioned, whether inclusive of tax or not. If the rate is quoted as nett, nil, no tax, the price quoted will be taken as basic price for evaluation purpose.
2. The EMD may be furnished in the form of DD or Pay Order drawn in favour of Managing Director, CMWSS Board or in the form of cash remitted in the cash counter of the CMWSS Board and the proof of cash remittance original Challan should be enclosed.
3. Conditional tenders will not be considered.
4. The **Make of the Battery & Warranty Period should be mentioned** without fail.
5. The **product catalogue** should be enclosed.
6. Supply and delivery of materials to : ETC Stores, Ekkatuthangal, Chennai.
7. Delivery Period : Within 15 days from the date of issue of purchase order.
8. Payment : Within 15 days after acceptance of materials at stores.
9. Validity of Tender : 90 Days.
10. EMD : Rs.10,200/-
11. Annual Rate Contract Period : 1 Year from the date of issue of Purchase Order.

**DECLARATION**

I/We, hereby declare that I/We have gone through the rules and regulations incorporated in the tender book and I/We hereby affirm that rules and regulations stipulated in the tender book will be strictly adhered to.

SIGNATURE OF THE TENDERER  
ADDRESS WITH SEAL



**SPECIAL CONDITIONS ON ANNUAL RATE CONTRACT**

1. The period of annual rate contract is one year commencing from the date of issue of first purchase order pertaining to this Tender No.OT/054/2010, dt.21.10.2010, due on 12.11.2010.
2. The final approved settled rate mentioned in the first purchase order should be the same till the completion of annual rate contract period **(i.e. one year from the date of issue of first purchase order)**
3. Under any circumstances, no changes will be allowed in the approved settled basic price/rate, freight mentioned in the first purchase order during the rate contract period. However, any statutory variations in the taxes and duties due to announcement of Central / State Government shall be considered and such revisions shall be applicable only from the effective date announced by the Central / State Government.
4. **First Purchase Order will be issued for a minimum of 25% of the tendered quantity mentioned in the Price Schedule (Rounded Off to the next nearest successor number) to the successful tenderer. If two or more successful tenderers are there, the minimum 25% of the tendered quantity will be equally divided.**
5. **As per the Board's requirement, purchase order as and when required will be issued subsequently subject to a minimum 10% of the tendered quantity or 10% of the total procurement value upto the last day of the annual rate contract period.**
6. **The C.M.W.S.S. Board reserves the right to increase or decrease the tendered quantity during the rate contract period.**
7. The C.M.W.S.S. Board reserves the right to accept the tender wholly or partly depending on its requirement on the date of order without assigning reasons.
8. The delivery period mentioned in the purchase orders will be applicable during the Annual Rate Contract period.
9. Time shall be considered as the essence of this contract on the part of the contractor and in case the contractor fail to complete the delivery of any of the materials to be supplied under 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 Purchase Manager (Materials) or his representative, the contractor shall not be making delivery at such a rate as will ensure complete delivery with in the time given, it shall be lawful for the Managing Director of Chennai Metropolitan Water Supply and Sewerage Board without prejudice to his remedy under this contract to obtain the undelivered materials from any other person or persons and additional expenses so incurred shall be payable by the contractor.
10. The successful tenderer should fulfill the purchase orders placed on them wholly otherwise they will not be allowed to participate in future tenders for a period of one year.
11. The successful tenderer should deposit an amount equal to 2% of the total tendered procurement value on the basis of the approved settled rate towards Security Deposit after the issue of first Purchase Order and execute an agreement within the period of 14 days from the date of issue of first purchase order, failing which the EMD is liable for forfeiture besides debarred in future tenders.
12. Besides the above conditions, other terms and conditions specified in the tender document will also be applicable during the annual rate contract period.

SIGNATURE OF THE TENDERER  
ADDRESS WITH SEAL



**GENERAL CONDITIONS OF THE TENDER**

1. The prices should be firm till completion of supply
2. The quoted rates should be only on unit basis
3. In case the taxes are extra, the tax component should be furnished separately.
4. The rates quoted are F.O.R. Stores only. The Bids with rates F.O.R. Chennai/Destination/Ex-godown will not be taken for consideration
5. Delivery time is the essence of the contract
6. The Board reserves the right to accept or reject the Tenders wholly or partly depending on its requirement on the date of order without assigning reasons. Board also reserves the right to increase or decrease the quantity.
7. If your rates are covered under DGS&D rates, you are requested to furnish the copy of the documents regarding the rate contract rate and registration number.
8. The materials should be delivered to the Store Manger, ETC Stores, Chennai
9. Within the validity period of tender enquiry no change in price by the tenderer su moto will be permitted after the opening of tenders. If any tenderer as his own change the price quoted by him in his tender after opening of tender, the concerned tender would become liable for rejection.
10. Tender Issuing authority may reject or prefer any tender without assigning any reasons and may or may not accept the lowest or any tender. The Board further reserves the right to accept the tender in part or parts only.
11. CST 'C' form will be issued/wherever applicable/for the materials referred in this tender. You are requested to indicate the correct component of C.S.T./after availing this concession.
12. Inspection of materials will be done by the third party inspection agency fixed by the Board .

**13. LOCATION OF OUR STORES**

Ekkattuthangal Central Stores  
E.T.C Stores  
Jawaharlal Nehru Salai  
Guindy Industrial Estate  
Chennai-97

14. It may clearly be noted that the Tender Should accompany in this specified tender book with all necessary details and signed in Letter of Tender and Schedule
15. As per clause 14.7A of the Tamilnadu Transparency in Tenders, Rules 2000, the criteria for evaluation and comparison of tenders shall also provide for a price preference of fifteen percent for domestic small scale industrial units and ten percent for the Public undertaking of the Government in respect of products and quantities manufactured by them

**SIGNATURE OF THE TENDERER  
ADDRESS WITH SEAL**