

**CHENNAI METROPOLITAN WATER SUPPLY AND SEWERAGE BOARD MATERIALS  
DEPARTMENT PURCHASE DIVISION**

**CONTRACT MMWSSB/PUR/TENDER NO. DATE:**

**NOTICE**

1.Tender for supply and delivery of ..... to the Stores Manager, ETS/KPS/NPC/Stores, Chennai will be received by the Senior 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 PM on .....when the Senior Manager (Materials) will open the tenderers in the presence of such of the tenderers as may attend. No tenderers will on any account be considered which are received after 3-00 PM on the said day of:

2. Printed forms of tender, contract and drawing can be obtained from the Materials Department, Chennai Metropolitan Water Supply and Sewerage Board, No.1, Pumping Station Road, Chintadripet, Chennai-600 002. On payment Rs..... per set , which will not be returned and tenderers in such form only will be considered.

3.The tenderers, should fill in the letter of tenderers as also the rates at which they can supply the materials referred to in the Schedule attached.

4.The tender having filled in the letter of tender and bills of quantities must Sign and deliver them to the Senior Manager, (Materials), Chennai Metropolitan Water Supply and Sewerage Board, No.1, Pumping Station Road, Chinthadripet, Chennai-600 002 in a sealed cover superscribed "CONTRACT MMWSSB/PUR/TENDER No..... Tenders for supply and delivery of to the Store Manager, ETS/KPS/NPC/Stores Chennai due by 3-00 PM on..... Failure to sign the "LETTER OF TENDER" and price SCHEDULE will lead to rejection of the Tender.

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 MMWSS Board/PUR/TENDER No..... due on 3-00 PM on ..... Containing a receipt for Rs..... paid into MMWSS Board Cash Counter at No.1, Pumping Station Road, Chinthadripet, Chennai-600 002 or by a Bank Draft for the same value payable at Chennai endorsed in favor of the MANAGING DIRECTOR, MMWSS Board for the nominal value of Rs..... otherwise it will not be considered, cash or cheque presented at the Time of opening of tenderers will not be accepted. Both the tender cover and the cover containing Tender deposit must be enclosed in a sealed outer cover supercribed contract MMWSSB/PUR/TENDER NO----- Tender and Tender deposit the supply and delivery of to the store Manager, ETS/KPS/NPC/stores Chennai. Due by 3-00 PM on:

7.(a) Such of those tenderers who are registered as Small Scale Industrial Units either with NSIC 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 to the Tenderer's registration as a Small Scale Industrial Unit with any one of the 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 tenderers

will be left out of consideration. These two covers should be put into another outer 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 tenderers will be opened at the same timings on the next working day.

8. No alteration whatever may be made in the text of the tender or schedule. 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.

9. The successful tenderer will be required to sign the contract within the time mentioned in the letter of tender.

10. 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, lby the successful tenderer and to his having to execute the contract attached within the time stated in the letter of tender. The Security Deposit that will be remitted by the successful tenderer shall not bear any interest. The form of agreement of the accepted tenderer will have to stamp office with an adhesive stamp of the value of Rs.10.00 the cost of which must be born by the tenderer.

(a). The tenderers or their agents are expected to be present at the time of opening of tenderers. The tender receiving officer will on 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. If any of the tenderer or agents find it inconvenient to be present at the time then in such a case the tender receiving officer will on opening the tender of the absentee tenderer, make out a statement of the unattested corrections and communicate it to him. The absentee tenderer shall accept the statement of the corrections without any questions whatsoever.

11. The tender deposit of Rs..... of each unsuccessful tenderer will be returned to him as soon as possible after the final disposal of the tenderers. The tender deposit of Rs..... of the successful tenderer will be returned to him after he has deposited the required security deposit and agreement executed.

12. 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 the intimation of acceptance or non-acceptance as stipulated in clause 18 in the notice of tenderers, 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 am/are liable to forfeit the tender deposit of Rs.....

13. Should any tenderer withdraw the tender after 3.00 PM on day of on..... Should the successful tenderer fail to furnish the security or to execute the contract within the specified time he should forfeit the deposit of Rs..... the MMWSS Board and be further liable to the consequences set out in the letter of tender.

14. 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 state in the tender. If no mention is made of taxes, the rate will be taken as inclusive of all taxes.

15.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.

16.The MMWSS Board does not bind itself to accept the lowest or any tender and will not assign any reason for its action in this respect.

17.The MMWSS Board reserves to itself the right to subdivide the contract between two or more tenderers.

18.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 MMWSS Board.

19.The tenders should be open for acceptance for a period of Ninety days from the last date fixed for the receipt of tenders.

20.The tenderers should be able to commence the supply within .....from the date of communication or acceptance of this tender and complete the supply within ..... from the date of communication or acceptance of this tender.

21. Any further information required may be obtained from the office of the undersigned.

22. A certificate of income tax verification from the Income Tax authorities as required in Government order No.867, Finance Budget, General Dr. 16-8-49 in the form appended 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 MMWSS Board or at the time of execution of agreement whichever is earlier. Failure to do so will entail forfeiture of tender deposit.

23.The rates should be quoted both in figures and in words.

24. All disputes under this contract are subject to Chennai Jurisdiction only.

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

Chennai Metropolitan Warer Supply and Sewerage Board, SENIOR MANAGER (Materials)  
No.1. Pumping Station Road,  
Chennai Metropolitan Water Supply and Sewerage Board,  
Chinthadripet,  
Chennai -600002.

**NOTE:**

The rates quoted shall include the delivery of the materials to the Stores Manager, ETS/KPS/NPC/Stores Chennai.

1.In case any discrepancy is found between the quoted rates and the amounts the rates quoted alone shall be taken as correct. In case discrepancy is found between the rates quoted in words and figures, then the rates quoted in words alone shall be taken as correct.

2.On receipt of order, Tenderer should pay Security Deposit : Of 2% value of order. Security Deposit shall be remitted in the shape of small savings scrips only and pledged in the name of "Managing Director, MMWSS Board." The duration of the scrips shall be valid for the complete period of completion of supply.

## LETTER OF TENDER

This tender to be delivered on or before 3-00 PM on

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 to the Store Manager, ETS/KPS/NPC Stores Chennai. 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 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 tenderers 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 MMWSS 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 fulfilment of my/our cost the agreement attached within fourteen days after notification of acceptance of this tender.

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 not withstanding 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..... deposited with the tender shall be forfeited to the MMWSS 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 here in 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 nay of the articles which may be found by the Senior 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 relation to non-withdrawal of this tender herein above set out in consideration of the Managing Director and other Board authorities receiving and considering this my/our tender.

As witness my/our hand this day of

**SIGNATURE:**

**ADDRESS:**

To be stamped with a special adhesive

Stamp of value of Rs.10.00/-

**AGREEMENT**

Agreement made the day of one thousand Nine Hundred and Ninety 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 1, Pumping Station Road, Chinthadripet, 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 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 convenient, 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 Senior 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 on 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 Senior Manager (Materials) or his representatives whose decision as to quantity shall be final binding on both parties.
4. The tenderer should commence the supply within ..... from the date of communication of acceptance of this tender and should complete the supply within ..... 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 or if in the opinion of the Senior 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 expense so incurred shall payable by the Contractor.
6. All the materials supplied by the contractor under this contract shall be subject to the inspection acceptance or rejection of the Senior Manager (Materials) or his representative.

7. All material supplied by the contractor which shall be rejected by the Senior Manager (Materials) shall be removed by the Contractor within three days after such rejection shall have been notified in writing to him by the Senior Manager (Materials) or his representative and in case if any refusal or neglect on the part of the contractor so to remove any of the said materials which shall have been rejected as aforesaid the said Senior Manager (Materials) 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 aforesaid and in the event of fresh materials corresponding to the qualities and description required not being supplied as thereafter mentioned. The Senior Manager (Materials) or his representative may without further notice to the contractor 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.

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 time as may be fixed by the Senior Manager (Materials) or his representative after such rejection supply and delivery to the MMWSS Board or such place or 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 or quantity of the said 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 Senior Manager (Materials) or his representative may without further notice to the contractor 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 differences, 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 Senior 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 Senior 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 0.1% per week of delay of the cost of the delayed items. This penal levy will however be restricted to a maximum of 3% notwithstanding the provision for the penal levy, the Senior 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 inspire of penal levy. This decision of risk purchase by the Senior Manager (Materials) will be final.

12.(a) 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 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 SM(M) 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 inspire of penal levy. This decision of risk purchase by the SM(M) will be final.

13. All expenses damages and other moneys payable to the MMWSS Board by the Contractor under any stipulations in this contract may be retained out of any moneys than due or which

may be subsequently become due from the MMWSS Board to the contractor by the MMWSS Board shall be insufficient to pay such said expenses damages and moneys it shall be lawful for the Managing Director of MMWSS 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 purchaser all the said expenses, damages and moneys 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 moneys, if necessary by legal proceedings against the contractor.

14. The contractor shall submit bills to the Finance Department (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 Senior 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 less will be discharged and over half paise will be taken as one paise).

15. The contract shall not be assignable by the contractor.

16. In case the contractor shall fail or neglect or refuse to faithfully perform any of the covenants on his part therein contained it shall be law full for the Managing Director of MMWSS Board to forfeit the amount deposited as security.

17. 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, MMWSS 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 under 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 void but without thereby affecting the obligations, liabilities and responsibilities of the contractor, the whole 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.

18. 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.

a. The terms "Contract" shall include these presents and the tender schedule and specification, hereto annexed and the specifications, plans and drawings hereinafter referred to.

b. Explanation : In this contract the word Senior Manager (Materials) shall man Thiru MMWSS Board duly authorised to act as such in connection with this contract.

19. 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 the contractor permit any person or persons whomsoever to interfere in the management of performance hereof either under power of attorney or otherwise without the consent in writing of Managing Director first had been obtained. 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 MMWSS Board to put an end to this contract and thereupon every article, clause and thing herein contained on the part of the MMWSS Board shall cease and be void, and the MMWSS Board shall have all the rights and remedies given to them under the preceeding clauses.

20. All the notices given to the contractor in respect of any matter or thing relating to or arising out 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 City Chennai as the contractor may from time to time by notices in writing inform the MMWSS Board to his place of business or above for the purposed of the class.

21. This agreement shall be read along with the following letters of the contractor and the Purchaser (Copies of which are enclosed).

**P.O. 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 said Contractor in the presence of CONTRACTOR.

The common seal of the Chennai Metropolitan

Water Supply and Sewerage Board was hereunto

Duly affixed in the presence of PURCHASE MANAGER, M.M.W.S.S. BOARD.

In witness where of I hereunto affix my signature.

Tender No.: dt. Due on:

Specification of Materials to be Supplied

**CONDITIONS:**

1. The prices should be firm till the 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 reserved 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 Manager, ETC/KPS/NPC Stores Chennai.
9. Within the validity period of Tender enquiry no change in price by the tenderer sub-motto will be permitted after the opening of tenderers. 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, accept 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. C.S.T. '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 only at our Stores.

**LOCATION OF OUR STORES:**

Ekkattuthangal Stores Nasapakkam Central Stores Kilpauk,  
Pumping Guindy Indl. Estate (N.P.C.) Stores Station Stores  
Chennai-32. Nasapakkam Quarter Site, (K.P.S. Stores)

M.G.R. Nagar, Kilpauk Water Works  
Chennai-78. New Avadi Road,  
Chennai-10.

13. 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.