

**TENDER FOR SUPPLY OF 2750 NOS OF GOLD RINGS (EACH
ONE GRAM) TO ISSUE TO THE NEW BORN BABIES
DELIVERED IN CORPORATION OF CHENNAI MATERNITY
HOSPITALS**



Tender Reference : F.W.&M.CH. C.NO. F 17/2004/09

Prebid meeting	16.06.2010, 4.00 PM
Last Date and Time for Receipt of Tender	25.06.2010, 3.00 PM

CORPORATION OF CHENNAI
District Family Welfare Bureau
Ripon Buildings,
Periyar EVR Salai, Chennai – 600003
Tel.: +91-44-25619338
www.chennaicorporation.gov.in

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CORPORATION OF CHENNAI

District Family welfare Bureau, Ripon Buildings,
Periyar EVR Salai, Chennai – 600003. Tamil Nadu.

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Document Control Sheet.

TENDER FOR SUPPLY OF 2750 NOS OF GOLD RINGS (EACH ONE GRAM) TO ISSUE TO THE NEW BORN BABIES DELIVERED IN CORPORATION OF CHENNAI MATERNITY HOSPITALS

Tender Reference	FW & MCH. C.No F 17 / 2004 / 09.
Date of issue	03.06.2010.
Pre Bid Meeting (at ripon Building)	16.06.2010., 4.00 PM
Last Date and Time for Sale of Tender	23.06.2010., 3.00 PM
Last Date and Time for Receipt of Tender	25.06.2010., 3.00 PM
Date and Time of Opening of Tender	25.06.2010., 3.30 PM
Address for Enquiry	District Family Welfare Medical Officer, District Family welfare Bureau, Corporation of Chennai, Ripon Buildings Periyar EVR Salai, Chennai – 600 003. Tamil Nadu. Tel: + 91-44-25383736, 25619338
Submission of Tender	Ripon Buildings, Periyar EVR Salai, Corporation Of Chennai, Chennai - 600 003. Tamil Nadu.
Amount of Earnest Money Deposit (EMD) Demand Draft in favour of the Commissioner, Corporation of Chennai.	Rs. 45,000/= (Forty five Thousands only)
Period of Contract.	60 Days

District Family Welfare
Medical Officer.
Corporation of Chennai.

CORPORATION OF CHENNAI
District Family Welfare Bureau,
Ripon Buildings, Periyar EVR Salai,
Chennai – 600003.
Tamil Nadu.

www.chennaicorporation.gov.in

NOTICE INVITING TENDER

Ref: F.W.&M.CH. C.NO. F 17/2004/09

Date: 03.06.2010.

Corporation of Chennai invites **“Tender For Supply Of 2750 Nos Of Gold Rings (Each One Gram) To Issue To The New Born Babies Delivered in Corporation Of Chennai Maternity Hospitals”**. Sealed tenders are invited from the Eligible Tenderers for providing 2750 numbers of Gold Rings (**916 KDM Hall Mark Gold**) of one gram each for three Months as per the requirements of Corporation of Chennai.

The Tenderers will have to fulfill the following minimum criteria on their own or as a main vendor in case of Consortium.

Prequalification Criteria :

1. The tenderer must be in the field of manufacturing or selling of Gold ornaments for the past three years.

2 The tenderer shall have an annual turn over of Rs 1 crores for the past two years.

3. The tenderer shall have submitted their I.T Returns for the past 2 years.

The tenderer must enclose the supporting documents for all the above three conditions.

The Tender Document is obtainable from the Tender Sales Counter, Corporation of Chennai, Ripon Buildings, Chennai – 600 003, on all working days till **3.00 pm on 23.06.2010** on payment of **Rs.10,125/-** in the form of Demand Draft of any Nationalized Bank / Scheduled Bank payable at Chennai drawn in favour of **The Commissioner, Corporation of Chennai, Chennai – 600 003.**

Corporation of Chennai , herein after referred to as **“the Purchaser”**.

Tender documents can also be obtained by Registered Post or Courier by sending a requisition letter addressed to **the Purchaser”**.. Enclosing a Demand Draft for the Value of Tender Documents, plus Rs.1, 000/- at the risk and responsibility of the prospective Tenderer.

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

The Tenders must be dropped as a **Single Sealed Outer Cover** (containing **Technical Tender cover (A)** and **Financial Tender cover (B)**) in any of the Tender Boxes kept at the C.E.(GL) Office, P.R.O. Office, Office of the Vigilance Officer and Tender Sales Counter, Corporation of Chennai, Ripon Buildings on or before **3.00 p.m. on 25.06.2010**. The Technical Tender will be opened at **3.30 p.m.** on the same day at District Family Welfare Bureau, Ripon Buildings. in the presence of available tenderers or their authorized representatives.

EMD Amount is **Rs. 45,000/--** (Rupees Forty five thousands only) in the form of Demand Draft of any Nationalized Bank / Scheduled Bank payable at Chennai, drawn in favour of **The Commissioner, Corporation of Chennai, Chennai – 600 003**.

The filled up Tender Documents can also be sent by Post or by Courier to the **the Purchaser**". and the Corporation of Chennai shall not be responsible for any delay in transit. The Tenders received after the due date and time will not be considered under any circumstances. If the office happens to be closed on the day as specified, the Tenders will be received and opened on the next working day at the same time and venue.

A Pre-Bid meeting will be held on **16.06.2010 at 4.00 p.m.** at the office of the District Family Welfare Medical Officer, Corporation of Chennai, Ripon Buildings, Chennai - 03.

The District Family Welfare Medical Officer may be contacted for any clarification on all working days from 2.00p.m to 5.00 p.m. or over Telephone No. **044-25383736, 25619338**.

Corporation of Chennai reserves the right to accept or reject any or all proposals and reserves the right to cancel the invitation, advance or postponed without assigning any reasons whatsoever.

District Family Welfare
Medical Officer
The Member Procuring Committee,
Corporation of Chennai.

1. INTRODUCTION:

Corporation of Chennai is the fourth largest metropolis in the country with ten zones spread over an area of 172 Sq.Km having 10 numbers of Maternity Hospitals. Approximately 14,000 babies are delivered in these maternity hospitals every year. The worshipful Mayor made an announcement in the Budget 2009-10 to issue Gold Rings of one Gram to the new born babies who are delivered in Corporation of Chennai and named in Classical Tamil. It is expected that approximately 3000 to 3500 babies will be named in classical Tamil upto march'10. The Corporation of Chennai has decided to procure 2750 numbers of Gold Rings of one Gram each to issue to the new born babies delivered till March'10, in Corporation of Chennai Maternity Hospitals and named in classical Tamil.

2 . SCOPE OF WORK:

The scope of work will include but not limited to the following.

1. Supply and delivery of 2750 numbers of Gold Rings (Each one Gram).
2. The Gold Rings shall be of “**916 KDM Hall Mark Gold**” (22 ct) .
3. The Gold Rings shall be supplied within three months as per the requirements of Corporation of Chennai
4. Gold Rings shall be supplied based on the prevailing market rates of Chennai City on the date of order or supply whichever is less for each order. If there is any fluctuation in the rate of gold in a single day, the lowest rate on that particular day will be considered.
5. The tenderer shall quote only the extra percentage required over the market rate of the ‘**916 KDM Hall Mark Gold**’, to supply the Gold Rings as per the tender conditions.
6. Payment will be made for the quantity supplied, based on the percentage quoted over the prevailing market rate of the ‘**916 KDM Hall Mark Gold**’ (For example if the tenderer quotes the percentage as ‘**A%**’ and the gold rate considered is Rs ‘**B**’ per gram, the payment will be made at the rate of **Rs { B + [(A/100) x B] }**).
7. No extra payment will be paid separately, towards the making charges, wastages, quality control checking, any taxes (VAT) and delivery etc.
8. The size of the Gold Ring of one gram weight shall suit the finger of new born baby.
9. All the Gold Rings shall be of same size and weight of one gram.
10. The Gold Rings shall be engraved with the Tamil Letters ‘**செ.மா.**’
11. **2%** of the supplied gold Rings shall be liable for standard quality control checking. The successful tenderer has to bear the cost of the Quality Control Test.

12 The Gold Rings shall be supplied in a Ring Box of size 5cm x 4 cm x 3 cm in plastic. At the top of the box , the Tamil Words 'சென்னை மாநகராட்சி' shall be printed. Inside the box a sticker printed as 'சென்னை மாநகராட்சி மருத்துவமனைகளில் பிறந்து தமிழ்ப் பெயரிடப்பட்ட குழந்தைகளுக்கு தங்க மோதிரம் வழங்கும் திட்டம்.' shall be affixed.

3. TERMS AND CONDITIONS :-

The following terms and conditions are intended to sensitize the tenderer to various clauses, which may be reflected in the final contract. This draft does not form an executable copy.

3.1 General Terms and Conditions

- 1) The validity period of the tender will be 90 days (Ninety days) from the date of submission of the tender.
- 2) Right to reject any or all the tenders without assigning any reason will be the discretion of the Commissioner, Corporation of Chennai.
- 3) The Commissioner, Corporation of Chennai reserves the right of rejecting / canceling of any part of or whole tender without assigning any reason.
- 4) Successful tenderer shall execute an agreement with Commissioner, Corporation of Chennai duly accepting the terms and conditions for carrying the work.
- 5) Necessary taxes will be recovered from the bills as per the Govt. orders.
- 6) The Corporation of Chennai has right to call for negotiation from the lowest tenderer.
- 7) The tenderer should ensure the compliance of all the provision of labour laws, Tax Laws and local laws as applicable during the tenure of the contract. The tenderer shall be fully responsible for any default or any non-compliance of any statutory laws, rules and regulations framed by central government, state government or local bodies from time to time as applicable.

3.2 Tender for Proposal:

The applicant / Vendor/ Consortium hereinafter referred to as the "TENDERER" is expected to examine all instructions, forms, terms and specifications contained in this document. The proposal should be precise, complete and in the prescribed format as per the requirements of this Tender document. Failure to furnish all information required by this tender document or submission of applications not responsive to this tender document in every respect will be at the applicant's risk and may result in rejection.

3.3 Content of Tender document:

This document has to be read in its entirety. The terms and conditions for the tender encompasses all the terms and conditions mentioned in this document. However **the**

Purchaser reserves the right to alter any of the above-mentioned dates at a short notice. The same will be intimated to all the concerned parties. Before submitting the proposal due diligence can be undertaken by tenderers at their own cost.

3.4 Clarification & Amendment on Tender document:

A prospective tenderer requiring any clarification on the tender document may notify **the Purchaser** in writing. In case any one tenderer asks for a clarification to the tender documents before 48 hours of the opening of the Tender, **the Purchaser** shall ensure that a reply is published as an Addendum in the websites **www.tenders.tn.gov.in** and **www.chennaicorporation.gov.in** against this work. The tenderer has to sign and submit this Addendum also along with the tender document.

At any point of time after the issue of the tender documents and before the opening of the tender, **the Purchaser** may make any changes, modifications or amendments to the tender documents and will be published as an Addendum in the websites **www.tenders.tn.gov.in** and **www.chennaicorporation.gov.in** against this work. The tenderer has to sign and submit this Addendum also along with the tender document.

. A Pre-Tender meeting will be held on **16.06.2010 at 4.00 p.m.** (Tentative) at the office of the District Family Welfare Medical Officer, District Family Welfare Bureau, Corporation of Chennai, Ripon Buildings, Chennai - 600 003. Corporation of Chennai shall ensure that the minutes of the meeting is communicated to all those who have purchased the tender documents without identifying the source of the query.

3.5 Language of Tenders:

All Proposal and supporting documentation shall be submitted in English only.

3.6 Format and signing of Tender:

This tender document in original or downloaded from website shall be properly bound along with all enclosures as mentioned in pre qualification criteria. The enclosures may be good quality photocopies of the original. An accompanying letter is required, signed by an authorized signatory of the tenderer, committing the tenderer to the contents of the original response. Each tender shall be made in the legal name of the tenderer and shall be signed by the tenderer or a person duly authorized to sign on behalf of the tenderer. **The tenderer must stamp and sign on all pages of this document and also the enclosures.**

3.7 Prequalification Criteria :

1. The tenderer must be in the field of manufacturing or selling of Gold ornaments for the past three years.

2 The tenderer shall have an annual turn over of Rs 1 crores for the past two years.

3. The tenderer shall have submitted their I.T Returns for the past 2 years.

The tenderer must enclose the supporting documents for all the above three conditions.

3.8. Earnest Money Deposit (EMD) Amount:

The Tender shall contain Earnest Money Deposit (E.M.D) of Rs. 45,000/-- (Rupees Forty five Thousands only) in the form of Demand Draft / Pay Order / Bankers Cheque of any Nationalized or any other scheduled bank drawn in favour of "**The Commissioner, Corporation of Chennai**" payable at Chennai. The E.M.D will not be received in cash or currency notes or cheques or in the shape of NSC or government bonds and the tender shall be rejected, if E.M.D. is not paid in the prescribed manner. The E.M.D will be refunded to the unsuccessful tenderer on application after intimation is sent of the rejection of the tender or at the expiry of 90 days from the date of tender which ever is earlier. The E.M.D of the successful tenderer will be returned only after the deposit of performance guarantee. Tenders with out E.M.D are liable for rejection. The E.M.D shall be enclosed in **Technical Tender Cover (A)**.

The E.M.D made by the tenderer will be forfeited if:-

1. The tenderer withdraws his tender or back out after acceptance
2. The tenderer withdraws his tender before the expiry of validity of the offer, the period specified in the specification or fails to remit the security deposit.
3. The tenderer violates any of the provisions of these regulations contained herein.
4. The tenderer revises of the terms quoted during the validity period.

3.9. Submission of the Tender:

The Proposal shall be submitted in two separate **sealed envelopes put together in a sealed outer envelope**, 1) "**Technical Tender**" (**Cover A**) and 2) "**Financial Tender**" (**Cover B**).

1) Technical Tender (Cover A):

This cover shall be with all the relevant details to assess the capability of the Bidder to undertake the work detailed in the Prequalification Criteria and contain **Earnest Money Deposit**. This Tender document (**Except Annexure V, Financial Tender**) in original or as down loaded from the website shall be put in this cover **duly signed and stamped by the tenderer in all pages**. The specifications and all other relevant details of the equipment proposed to be supplied by the tenderer has to be attached.

Hence the Technical Tender shall contain the following.

1. Documents that the tenderer feels necessary to support the tender.
2. Copy of documents proof for the existence of the firm for the last 3 years.

3. Copy of Income Tax Returns filed for last two years.
4. Legal Agreement with Consortium partners with clearly defined roles and responsibilities of each partner. (if partner ship concern)
5. Audited financial accounts for last two years.
6. Powers of Attorney of Signatories of tender.
7. The E.M.D. (Refer **Clause 3.8**)
9. The original Tender Document (**Except Annexure V, Financial Tender**) duly **signed by the tenderer with seal.**

The sealed covers shall be super-scribed as

" Technical Tender (Cover A) – “Tender for Supply of 2750 Nos of Gold Rings (Each one gram) to issue to the new born babies delivered in Corporation of Chennai Maternity Hospitals.”– and addressed to The District Family Welfare Medical Officer, District Family welfare Bureau, Corporation of Chennai.

2) Financial Tender (Cover B):

This cover shall contain **Annexure V, Financial Tender**, duly quoted with percentage rate and **signed with seal**. The Given format should not be changed for quoting the rates. The Percentage rate to be tendered **shall be inclusive of VAT, Service Taxes and if any duties**. Rates once fixed will be valid for Three months period or till the end of the contract. The Percentage rates shall be quoted in Indian Rupees in figures as well as words.

Hence the Financial Tender shall contain:-

1. Financial Tender with **Rates quoted and signed and sealed. (Annexure V).**

The sealed covers shall be super-scribed as :-

Financial Tender (Cover B) - “Tender for Supply of 2750 Nos of Gold Rings (Each one gram) to issue to the new born babies delivered in Corporation of Chennai Maternity Hospitals.” and addressed to The District Family Welfare Medical Officer, District Family welfare Bureau, Corporation of Chennai.

3.10. Sealing and Marking of Tenders

The covers shall be **sealed separately with WAX Seal** and put in an **outer sealed envelope**. The outer sealed cover shall be marked as

“Tender for Supply of 2750 Nos of Gold Rings (Each one gram) to issue to the new born babies delivered in Corporation of Chennai Maternity Hospitals.”.

and addressed to :- **The District Family Welfare Medical Officer,
District Family welfare Bureau,
Ripon Buildings,
Corporation of Chennai.
Chennai – 600003.**

Tenders once submitted shall be final and no amendment shall be permitted after the close of the tender. Tenderers are solely responsible for timely delivery of their proposals to the location set forth herein prior to the stated Proposals Submission due date.

3.11. Late Tenders:

Any tender received after the deadline for submission of tenders, will be rejected.

3.12. Period of Tender validity:

The tenders shall be valid for a minimum period of 90 days from the closing date for submission of the tenders. On completion of the validity period, unless the tenderer withdraws his tender in writing, it will be deemed to be valid until such time that the tenderer formally (in writing) withdraws his tender.

3.13. Evaluation of Technical Tender :-

A committee as desired by the *the Purchaser* may be formed for the evaluation, scrutiny and recommendation of the Technical Tenders based on the pre-qualification criteria and shall qualify the Tenderer for further processing.

3.14. Financial Tenders from technically short listed Tenderers:

The financial tenders of the technically short listed tenders only shall be opened in the presence of their representatives on the specified date and time at the premises of Corporation of Chennai. There shall be no negotiations regarding the Financial Tender except with the Lowest Quoted Tenderer – **L1 Tenderer**.

3.15. Price Quotation :

The tenderer shall quote the rates as mentioned in Annexure V for three months contract period. Any deviations from the format provided shall be treated as invalid. The tenderer must quote the percentage rate both in figures and words. In case of any dispute in the rates quoted in figure and words, the lowest will be considered. Quote shall be in percentage over the rate of '**916 KDM Hall Mark Gold**'. Payment will be made based the percentage quoted over the market rate of '**916 KDM Hall Mark Gold**' on the date of order or supply whichever is less. (For example if the tenderer quotes the rate as '**A%**' and the gold rate considered is **Rs 'B'** per gram, the payment will be made for **Rs [B + {(A/100) x B }**].

3.16. Contract Period :

The finalized rate of this Proposal shall be valid for the entire Contract Period of three months from the date of commencement.

3.17. Award of work :

Award of work shall be placed on the finally selected Tenderer.

3.18. Signing of Contract and Security Deposit:

The successful tenderer shall be required to enter into a formal contract with the Corporation of Chennai within 14 (fourteen only) days of the award of the work. Tenderer shall have to enter into a Service Level Agreement (SLA) with the Corporation of Chennai. This contract shall be on the basis of this document, the proposals of the tenderer and other terms and conditions as may be mutually determined by the Corporation of Chennai to be necessary for the due performance of the work.

The successful tenderer shall be required to submit security deposit of 2% on the total amount quoted in the Financial Tender before executing the agreement in the form of National Savings Certificate/ Small savings scrips/ Bank Guarantee (ANNEXURE-II). deposits /Accounts pledged in favour of **Commissioner, Corporation of Chennai** . However it is open to the Commissioner to insist on higher deposit as per rules in force. If the successful tenderer fails to furnish such Security Deposit and execute the agreement, the EMD will be forfeited. The Security Deposit will be released 6 (six only) months after the completion of contract period. Any penalty imposed shall be deducted and the Security Deposit shall not bear any interest.

3.19. Readiness of Service

This service should be commenced by all means immediately after the signing of the Agreement.

3.20. Delay in commencement of service.

Any delay in supply and commencement of service beyond one week period shall invite penalty clause and if it is beyond three weeks the Order on the tender to be cancelled.

Up to one week : No penalty.

Beyond one week up to three weeks: Penalty per day Rs 60,000/- (Rupees sixty thousands only)

3.21. Repeat Orders:

Corporation of Chennai may use this tender to give repeat orders with the same quoted percentage over the cost of the gold and as per the terms and conditions.

3.22. Schedule of payment :

Payment will be made as follow.

1. No mobilization advance will be paid.
2. On supply of each order which would be placed by Corporation of Chennai whenever required mostly on monthly basis.

3. Payment will be made only for the actual number of Gold Rings supplied in that particular order.
4. Payment will be made for the quantity supplied, based on the percentage quoted over the prevailing market rate of the **'916 KDM Hall Mark Gold'** (For example if the tenderer quotes the percentage as **'A%**' and the gold rate considered is **Rs 'B'** per gram, the payment will be made at the rate of **Rs [B + {(A/100) x B }**].

3.23. Penalty

Failure of supply will be calculated in terms of number of days delayed for the supply of Gold Rings. (Each order from the Corporation of Chennai will clearly mention the date of supply giving sufficient time).

- (i) No penalty for first 7 days of delay
- (ii) 7 days to 15 days of delay: Rs 50/- (Rupees fifty only) per day per Gold Ring.
- (iii) More than 15 days: The tender will be cancelled.

3.24. Quality Control:

2% of the supplied gold Rings shall be liable for standard quality control checking. The successful tenderer has to bear the cost of the Quality Control Test. While arriving the rate for quoting, the cost of Quality Control Test also has to be taken into account.

3.25. Arbitration

Corporation of Chennai and the tenderer shall make every effort to resolve amicably by direct negotiation any disagreement or dispute or misunderstanding arising between them in connection with this work. If any dispute shall arise between Corporation of Chennai and the tenderer on aspects not covered by this tender document or work order, or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering on the reference and the award of the arbitration or umpire, as the case may be, shall be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act or its later modifications and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings shall be held in Chennai, India.

3.26. Governing Law and Jurisdiction

This tender shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Chennai, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

3.27. Force majeure

The successful Tenderer shall not be liable for Liquidated Damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Tenderer and not involving the successful Tenderer/ fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the Corporation of Chennai in its capacity as a buyer, wars or revolutions, terrorist attacks, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Tenderer shall promptly notify the Corporation of Chennai in writing of such condition and the cause thereof. Unless otherwise directed by the Corporation of Chennai in writing, the Tenderer shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4. SPECIFICATIONS:

Specifications for Gold Rings		
Sl.	item	Description
1.	Gold ring Size	New Born Baby Size
2.	Weight	One gram each Gold Ring
3.	Gold	“.916 KDM Hall Mark Gold” (22 ct.)
4.	Finishing	Engraved on the top with the Tamil Letters 'செ.மா.'
5.	Ring Box (Plastic)	The Gold Rings shall be supplied in a Ring Box of size 5cm x 4 cm x 3 cm in plastic. At the top the Tamil Words 'சென்னை மாநகராட்சி' shall be printed. Inside the box a sticker printed as 'சென்னை மாநகராட்சி மருத்துவமனைகளில் பிறந்து தமிழ்ப் பெயரிடப்பட்ட குழந்தைகளுக்கு தங்க மோதிரம் வழங்கும் திட்டம்.' shall be affixed.

ANNEXURE: I

DRAFT AGREEMENT FORMAT

This agreement made and executed on this ____ day of ____ 2010 between the Corporation Of Chennai, represented by the Commissioner, hereinafter called the COC on the one part and M/s. _____, represented by _____, with Regd. Office at _____, on the other part hereinafter called Contractor, which terms shall mean and includes his heirs, successors and legal representatives as the case may be.

Whereas the COC is desirous of '**Supply of 2750 NOs of Gold Rings of one gram each to issue to the new born babies delivered in Corporation of Chennai Maternity Hospitals**' in accordance with the tender notification No. FW&Mch. C.No. F 17/ 2004/2009.

The Contractor has become the successful tenderer for '**Supply of 2750 Nos of Gold Rings of one gram each to issue to the new born babies delivered in Corporation of Chennai Maternity Hospitals**' detailed in the tender document which forms part and parcel of this agreement.

The contractor has agreed to provide the services as per the tender specification and schedule attached hereto at the prices and in the manner and upon the terms and condition of the tender at a cost of Rs. _____ (Rupees _____ Only) for the specified area and has provided the necessary Bank Guarantee (2 % of total cost of the work) of Rs _____ (Rs. _____) as per TENDER Condition.

1. Challan No. & Date Tender Deposit Amount. Rs.
2. Additional Security Deposit Amount. Rs.
3. Small Savings Certificate No.NSC/IVP/KVP

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

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In this agreement works and expressions shall have the same meaning as

are respectively assigned to them in the TENDER document here in after referred to.

2. The following documents shall be deemed to form and be read and construed as an integrate part of the Agreement, viz:

- a. TENDER notification No FW & MCH . C.No. F17/ 2004 / 09..Dt 03.06.10
- b. (All applicable documents shall be listed above)

3. The aforesaid documents shall be taken on complementary and mutually explanatory of another, but in the case of ambiguities or discrepancies shall subject to the provisions of special conditions of services, take precedence in the order set out above.

4. In consideration of the payment to be made by the COC to the contractor as here in after mentioned, the Contractor hereby covenants with the Corporation to execute, complete and maintain the works conforming in all respects with the provisions of the TENDER.

5. The COC hereby covenants to pay in full the contract price, at the time and agreed to the contractor in consideration of the execution, completion and delivery of the work in conformity with the provisions of TENDER.

6. The Contractor agrees to submit the deliverables for the specified area to the satisfaction of COC along with invoice and the COC agree to accord acceptance and clear the payment within a maximum period of 30 days from the date of acceptance.

7. The COC reserves the right to deduct the payment for the works not executed / found not required during the execution.

8. In witness whereof both the parties set their signatures to this agreement on this date of _____ 2010.

CONTRACTOR

COMMISSIONER
Corporation of Chennai.

WITNESS: (Signature with Name and address)

1)

2)

ANNEXURE: II

Draft BANK GUARANTEE FORMAT

B.G. No.

Dated :

In Consideration of CORPORATION OF CHENNAI have agree to exempt thereafter called "the said contractor (s)" from the demand, under the terms and conditions of an agreement dated _____ made between M/s _____, having its head office at _____ and Corporation of Chennai, Ripon Buildings, Chennai - 600 003 for thereafter called the said ' Agreement', of Security Deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, for the work of 'Supply of 2750 Nos of Gold Rings of one gram each to issue to the new born babies delivered in Corporation of Chennai Maternity Hospitals' services on production of a Bank Guarantee for Rs. _____ (Rupees _____)

1. We _____ constituted under Banking Companies (Acquisition and Transfer of undertakings) represented by (hereinafter referred to as "the Bank" which terms includes its successors and assigns) do hereby undertake to pay the Corporation of Chennai an amount not exceeding Rs. _____ (Rupees _____) for not fulfilling the contractor's obligations relating to the Tender for Supply of 2750 NOs of Gold Rings of one gram each to issue to the new born babies delivered in Corporation of Chennai Maternity Hospitals' against any loss or damage to or suffered by reason of any breach by the said contractor's lapse on the part of the firm to confirm to the terms and conditions of contract contained in the said agreement.

2. The Bank hereby undertakes to pay the amount due and payable under this guarantee without any demur merely on a demand from the Corporation of Chennai stating that the amount claimed is due by reason of any breach by the said contractor any of the terms or conditions contained in the said agreement or by reason of the contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, total liability of Bank under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees.....)

3. The Bank further agrees that the guarantee herein contain shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Corporation of Chennai under or by virtue of the said agreement have been fully paid and its claims satisfied are discharged OR till the 2009 OR till Corporation of Chennai certifies that the terms and conditions of the said contractor(s) are fulfilled and accordingly discharges the guarantee, which ever is earlier. Unless a demand or claim under this agreement is made on the Bank in writing on or before

..... 2009 Bank shall be discharged from all liability under this guarantee thereafter.

4. The Bank further agrees with the Corporation of Chennai that the Corporation of Chennai, shall have the fullest liberty without consent of Bank and without affecting in any manner obligations of Bank hereunder to vary any of the terms and conditions of the said agreement to extend time or to postpone for any time or from time to time any of the powers exercisable by the Corporation of Chennai against the said contractor (s) and to forbear or enforce any to the terms and conditions relating to the said agreement and we shall not be relieved from liability by reason of any such variation, or extension being granted to the said contractor (s) or for any forbearance, act or omission on the part of Corporation of Chennai or any indulgence by the COC to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Bank.

5. The Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the Corporation of Chennai in writing.

6. Notwithstanding anything, contained hereinabove our liability under this guarantee is restricted to Rs./(Rupees..... only). Our guarantee shall remain in force until 2010 our liability hereunder is conditional upon your lodging a demand or claim withbank on or before 2010. Unless a demand or claim is lodged with us within the aforesaid time your rights under the guarantee shall be forfeited and we shall not be liable there under.

7. This guarantee shall be governed and construed in accordance with the laws of India. All claims under this guarantee will be payable solely atBank..... This guarantee will be returned to the bank when the purpose of the guarantee has been fulfilled or at the expiry, whichever is earlier.

For.....

Bank.....

Branch.....

ANNEXURE: III

LETTER OF TENDER

From,

To,

District Family Welfare Medical Officer,
The Member Procurement Committee ,
District Family Welfare Bureau,
Corporation of Chennai,
Ripon Buildings,
Chennai-600 003

Date :

Sir,

Sub: - Corporation of Chennai - Tender for Supply of 2750 NOs
of Gold Rings of one gram each to issue to the new born
babies delivered in Corporation of Chennai Maternity
Hospitals.

Ref: - Tender notice of Corporation of Chennai, vide
FW & MCH . C.No. F17/ 2004 / 09..

*** **

After reading and understanding the tender conditions, draft agreement format,
schedule and specifications in the tender document I / We do hereby submit my / our tender
unconditionally.

Signature of the tenderer
with seal.

ANNEXURE: IV

Letter for E.M.D. Refund:-

From : -	To District Family Welfare Medical Officer, District Family Welfare Bureau, Ripon Buildings, Chennai – 600 003.
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Sir,

Sub: Requisition for refund of E.M.D. for the Tender for Supply of 2750 Nos of Gold Rings (each one gram) to issue to the new born babies delivered in Corporation of Chennai Maternity Hospitals.

Ref : FW & MCH. C. NO. F 17 / 2004/ 09.

#####

I have tendered for the above contract enclosing E.M.D. Rs...../- In case my tender is not considered, the E.M.D. furnished by me may be refunded to me. I give below my advance receipt for the amount duly stamped.

Yours faithfully,

(Signature of Tenderer)

Advance Stamped Receipt.

Received from the Commissioner, Corporation of Chennai Rs..... /- (Rupees only) towards the refund of the E.M.D. furnished by me with my Tender for Supply of 2750 Nos of Gold Rings (each one gram) to issue to the new born babies delivered in Corporation of Chennai Maternity Hospitals. remitted in Chalan No.....dated.....

Signature of tenderer under
seal over revenue stamp

Recommendation of the Head of the Department

Signature and Designation.

ANNEXURE: V**FINANCIAL TENDER:**

FINANCIAL TENDER FOR SUPPLY OF 2750 NOS OF GOLD RINGS (Each ONE GRAM) TO ISSUE TO THE NEW BORN BABIES DELIVERED IN CORPORATION OF CHENNAI MATERNITY HOSPITALS.

1. This Financial Tender (filled and signed) have to be put in Cover - B.
(Only This price quotation is enough to be put in the Cover B - Financial Tender cover.)
2. The Format should not be changed.

The rate shall be quoted in percentage over the rate of '916 KDM Hall Mark Gold'. Payment will be made based the percentage quoted over the market rate of 916 KDM Hall Mark Gold on the date of order or supply whichever is less. (For example if the tenderer quotes the percentage as 'A%' and the gold rate considered is Rs 'B' per gram, the payment will be made for Rs { B + [(A/100) x B }].

Item No	Description	Rate in Percentage (%) over the cost of Gold .
1.	Supply of 2,750 Nos of Gold Rings (916 KDM Hall Mark Gold) of one gram each to issue to the new born babies delivered in Corporation of Chennai Maternity Hospitals as per tender conditions.	_____ % (In Figures). _____ Percentage (In words)

1. The rate shall be quoted inclusive of all Taxes. The rates shall be considered as inclusive of tax even if quoted exclusive of tax.
2. The rates shall be quoted in figure and words. If there is any discrepancy between figures and words, the lowest will be taken as quoted rate.
3. Conditional tenders will not be accepted and rates once fixed shall be valid for the entire contract period of three years.
4. The quantities mentioned are approximate only. Payment will be made only for the actual number of Gold .