

DIRECTORATE OF COLLEGIATE EDUCATION, CHENNAI, TAMIL NADU
TENDER DOCUMENT

FOR

**THE SUPPLY AND DELIVERY OF DUSTBINS TO 69 GOVERNMENT ARTS
& SCIENCE, EDUCATION COLLEGES AND 24 UNIVERSITY
CONSTITUENT COLLEGES AT VARIOUS PLACES IN TAMIL NADU**

1.	ADVERTISED ON	:	28.12.2017
2.	PRE-BID MEETING	:	09.01.2018, 2:00 P.M
3.	LAST DATE & TIME FOR SUBMISSION OF TENDER	:	18.01.2018, 3:00P.M
4.	DATE & TIME OF OPENING OF TECHNICAL BIDS	:	18.01.2018, 3:30 P.M

DIRECTORATE OF COLLEGIATE EDUCATION

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TENDER DOCUMENT**FOR****THE SUPPLY AND DELIVERY OF DUSTBINS****TO 69 GOVERNMENT ARTS & SCIENCE, EDUCATION COLLEGES AND 24****UNIVERSITY CONSTITUENT COLLEGES AT VARIOUS PLACES IN****TAMIL NADU****TABLE OF CONTENTS**

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DIRECTORATE OF COLLEGIATE EDUCATION, CHENNAI**1. THE SCOPE OF TENDER****Supply and Delivery of Dustbins to 69 Government Arts & Science, Education Colleges and 24 University Constituent Colleges.**

The Collegiate Education Department intends to provide Dustbins to maintain proper sanitation and hygiene at various places in the campus of the **69 Government Arts & Science, Education Colleges and 24 University Constituent Colleges** in Tamil Nadu. Hence, it is proposed to buy Dustbins for Colleges as a first step in facilitating hygiene and cleanliness of the College campus. The Directorate of Collegiate Education has been entrusted with the task of procuring and delivering the Dustbins to the Colleges in accordance with the procedures laid down in the Tamil Nadu Transparency in Tenders Act -1998 and the Tamil Nadu Transparency in Tenders Rules 2000.

The Directorate of Collegiate Education has proposed to procure Dustbins entering into Contract as per specifications laid down in the Tender Document.

The Successful Tenderer shall supply the Dustbins to the respective Colleges and make replacement of the defectively supplied Dustbins in the manner specified in the Tender.

The Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 shall apply in full to this Tender.

The successful Tenderer would work closely with the Directorate of Collegiate Education, Chennai in achieving the scheduled target.

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NOTICE INVITING TENDER

R.C.NO: 23318/N1/2012

Sealed tenders are invited for purchase of Dustbins from the manufacturers. Bidding will be conducted under two cover system conforming to the Tamil Nadu Transparency in Tender's Act – 1998 and Rules 2000.

1.	Tender inviting Authority	:	Director of Collegiate Education, Chennai-6
2.	(a) Name of the Work (b) Place of Execution	:	Supply and delivery of Dustbins 69 Government Arts & Science, Education Colleges and 24 University Constituent Colleges located at various places in Tamil Nadu.
3.	Tender document available (at free of cost)	:	www.tndce.in and www.tenders.tn.gov.in
4.	(a) Earnest Money Deposit (b) Security Deposit	:	Rs.50,000/- By way of Demand Draft in favour of “ Senior Accounts Officer ”, Directorate of Collegiate Education payable at Chennai. 5% of tendered value of work
5.	Date of Pre – Bid meeting	:	09.01.2018, 2:00 P.M., Venue - Directorate of Collegiate Education, “E.V.K.Sampath Maaligai”, 9 th Floor, College Road, Chennai-6
6.	Due Date, Time and Place for the submission of bids	:	18.01.2018, upto 3:00 P.M., in the Directorate of Collegiate Education. In event of specified date for submission of bids is declared a holiday, bids will be received on the next working day at the same time and venue.

7.	Date, Time and Place of Opening of Bids	:	18.01.2018, at 3:30 P.M., in the Directorate of Collegiate Education. Selection will be based on the least cost among the technically qualified bidders.
8.	Any other important Criteria pointed out by the Tender inviting Authority	:	Can be seen in the tender document. Any clarification required may be sought from the office of the Directorate of Collegiate Education during office hours on all working days.

Consortium bids are not acceptable. For all other conditions / instructions please refer bid document

The Directorate of Collegiate Education shall not be responsible for any postal delay or any loss of Tenders in transit. The Director of Collegiate Education, Chennai-6, reserves the right to amend or withdraw any of the Terms and Conditions in the Tender Document or to cancel/reject all the tenders received without giving any notice or assigning any reason.

The Tenderers are requested to view the above mentioned Websites for any changes / amendments / corrigenda in the Tender which may be issued up to 2 days before the last date for submission of the Tender.

Director of Collegiate Education

3. Special Instructions for submission of Technical Bids & Check List

1. All pages of the Technical Bid should be signed with office seal by authorized signatory whose name has been recommended and communicated to the Directorate of Collegiate Education without any omission.

2. The notarized copies of performance certificate and Bankers certificates enclosed for the bids should be identified as the documents submitted by the bidder over the signature with office seal.

3. Any document/credential submitted without signature of authorized persons will not be considered for evaluation.

4. Bidder should produce the original documents for the performance / client certificate for verification, whenever required. The notarized copies of those certificates should be enclosed along with the bid.

The downloaded documents shall be properly page numbered and spiral bound and submitted along with necessary documents.

TENDERERS SHALL FILL IN THE CHECK LIST GIVEN BELOW**I. PART-A COVER – (TECHNICAL BID)**

SL. NO	DESCRIPTION	State Yes or No in writing	Indicate the relevant Page No.
1.	Whether the Tender is submitted in two envelopes as part –A Cover (Technical Bid) and part – B Cover (Price Bid)?		
2.	Whether Earnest Money Deposit (EMD) of Rs.50, 000/- (Rupees Fifty Thousand only) in the form of Demand Draft drawn on any Nationalized Bank in favour of the ‘SENIOR ACCOUNTS OFFICER’ , Directorate of Collegiate Education payable at Chennai is enclosed?		
3.	Whether Profile of the Tenderer as per Annexure II is enclosed?		
4.	Whether Annual Turnover Statement for the past three years ending with 31.03.2017 as per Annexure – III is enclosed?		
5.	Whether the details of supply orders executed during the past three years ending with 31.03.2017 as per annexure IV including client certificates are enclosed?		
6.	Whether Letter of Authorization / Power of Attorney for signing the Tender Document as per Annexure V is enclosed on a Non-Judicial Stamp Paper of value of not less than Rs.20/-?		
7.	Whether Declaration for not having been blacklisted either by Directorate of Collegiate Education or by any other Govt., / Govt., undertaking as per Annexure VI is enclosed?		

8.	Whether Declaration in Annexure – VII duly signed by the Tenderer is enclosed?		
9.	Whether declaration in Annexure – VIII for supply of Dustbins as per specifications within 45 days is enclosed?		
10.	Whether a Declaration in Annexure IX that Tender forms downloaded from the website have not been tampered is enclosed?		
11.	Whether duly attested Photo copy of the Certificate of Registration under GST is enclosed?		
12.	Whether Photo copy of the Income Tax Return duly signed by the Auditor for the last three years (2014-2015, 2015-2016 & 2016-2017) is enclosed?		
13.	Whether the tenderer is a manufacturer?		
14.	Whether documentary evidence of unambiguous fulfillment of eligibility criteria for tendering are enclosed?		
15.	Whether the Tender Documents in original are duly signed in each page by the authorized signatory?		

II.PART -B COVER (PRICE -BID)

SL.NO	DESCRIPTION	State Yes or No in words
1.	Whether Price – Bid in part B duly filled – in and signed is enclosed?	

34. GENERAL INSTRUCTIONS TO THE BIDDERS (ITB)

1. General Instructions:

The Bidders are requested to go through the instructions, terms, conditions and specifications given in the Tender Document carefully. Omissions or Failure to furnish any or all the required information in the Tender Document shall result in rejection of their bid.

2. Definition of Terms and Expansion of Abbreviations:

1.	Tenderer/Bidder	Tenderer/Bidder means who makes a formal offer in pursuance of this tender.
2.	Successful Tenderer	Successful Tenderer means the Tenderer whose offer is accepted by the Tender Accepting Authority. The price arrived at by the Directorate of Collegiate Education after negotiation with L1.
3.	Manufacturer	Manufacturer means the firm which manufactures Dustbins at his manufacturing plant.
4.	Day	A day means a calendar day.
5.	Cost	Cost means the total cost to be incurred by the Directorate of Collegiate Education towards the purchase of Dustbins.
6.	Purchaser	Purchaser means The Directorate of Collegiate Education.
7.	Delivery point	Delivery point means various Government Arts & Science and Education Colleges and Constituent Colleges in Tamil Nadu.
8.	TNDCE	Tamil Nadu Directorate of Collegiate Education
9.	Dustbin	Dustbins to be procured and supplied.
10.	EMD	Earnest Money Deposit
11.	SD	Security Deposit
12.	LOA	Letter of Acceptance
13.	GST	Goods and Services Tax

3. Bid Document:

The Bid Document consists of the following

- i. The Scope of Tender
- ii. Notice Inviting Tender
- iii. Special Instructions for submission of bids & Check list
- iv. Qualification Criteria
- v. General Instructions to the Bidders
- vi. Special Terms & Conditions of the Tender
- vii. Letter of the Tenderer
- viii. Specifications
- ix. Statements and Declarations
- x. Price bid (Bill of Quantities)

4. Qualification Criteria:

Minimum Eligibility Requirements:

4.1 The Tenderer must be a Manufacturer of Dustbins and should be in the field at least for the previous three years as on 31.03.2017. The Manufacturer shall possess valid registration for the manufacturing of Dustbins issued by the competent Authority on or before 01.04.2014. **(Copy of valid Certificate of Registration under the relevant laws from the Competent Authority should be notarized and enclosed)**

4.2. **Turnover:** The annual turnover of the bidder should be Rs.50.00 lakhs (Rupees Fifty lakhs only) atleast in any one of the last three financial years i.e from 2014-15 to 2016-17. **(Attach certificate from Chartered Accountant along with audited balance sheet, profit and loss statement for the past 3 financial years i.e., from 01.04.2014 to 31.03.2017)**

4.3. Past Experience: The Tenderer should have supplied the Dustbins in any one of the last three years (i.e. from 2014-15 to 2016-17) to any 5 recognized State /Central Government Sectors / Educational Institutions /Colleges / Universities. **(Supporting documents shall be enclosed along with the Tender including the Certificate issued by the client for having completed the supply).**

5. Change in Quantity:

Quantity given in the Tender Document is approximate and it is likely to vary. The Directorate of Collegiate Education, if necessary, at the time of placement of purchase order shall either reduce or increase the quantity mentioned in the tender to the extent of 25%.

6. Pre-Bid Meeting:

There will be a **Pre Bid meeting on 09.01.2018 at 2:00 P.M., in the Directorate of Collegiate Education, DPI Campus, Chennai - 600 006, Tamil Nadu** during which the prospective Tenderers may seek clarifications about the Tender. The Tenderers shall send their queries, if any, in writing so as to reach the Directorate of Collegiate Education at least two days prior to the date of Pre – Bid meeting. The Tenderers shall view the Websites given in the Notice Inviting Tender for updated information like change in date/ venue etc., of the Pre – Bid meeting as the Directorate of Collegiate Education may not be able to identify and communicate with the prospective Bidders at this stage. **Failure to attend the Pre-Bid meeting is not a disqualification as it is an optional.** In response to the relevant query of the prospective Tenderer, clarification will be given in writing. Only the clarifications given in writing shall be valid.

7. Clarification regarding the Tender Conditions:

a) A prospective Bidder requiring any clarification with respect to any Tender condition may address the Tender Inviting Authority by letter and he/she will respond in writing to any relevant query regarding the Tender conditions. However correspondence in this regard or delay in getting reply from the Directorate of Collegiate Education shall not be taken as an excuse for delayed submission of tender or non submission of tender.

b) The clarifications to the relevant queries will also be uploaded on the website of the Directorate of Collegiate Education.

8. Amendments to the Tender:

(a) The Directorate of Collegiate Education reserves the right to amend the tender condition on the basis of clarifications sought for by the prospective Bidders; solely at its discretion up to 48 hrs before 18.01.2018 (i.e.) two days prior to the last date of submission of Tender. Such amendments shall be uploaded on the Websites: www.tndce.in and www.tenders.tn.gov.in

(b) At its discretion the Directorate of Collegiate Education may or may not extend the due date and time for the submission of bids on account of amendments / corrigenda, if any, issued subsequent to the date of Notice Inviting Tender.

(c) All the Bidders must periodically browse the above websites for any amendment of corrigendum issued in connection with this Tender. The Directorate of Collegiate Education will not be responsible for the failure of the Tenderer to update or to have comprehensive understanding of the provisions of this tender document including the changes announced through the websites.

9. Language of the Bid:

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be written in English language only.

10. Non Transferability:

The Tender Document is **non transferable**. It shall not be endorsed by others and if endorsed it will be rejected.

11. Downloading of Tender Document:

(a) The tender document can be downloaded from the websites from 28.12.2017 in A4 size paper and computer print out alone should be submitted in the form of a booklet. Submission of tender document in any other form will be rejected.

(b) The Tenderer shall download corrigendum, if any, published subsequently and submit along with the tender. Otherwise the tender will be rejected. It is the responsibility of the Tenderer to check and have knowledge of any corrigendum/amendment issued and uploaded on the above websites.

(c) The Tenderer shall download tender document in original without any change/ addition / deletion and correction. If any change/ addition / deletion are detected at any stage after the award of the tender, the EMD as well as S.D remitted by the Tenderer will be forfeited without any intimation and the Tenderer will also be black listed from participating in the subsequent tenders. Besides such Tenderers are liable to be prosecuted.

12. Cost of Tendering:

The Tenderer shall bear all costs involved in the preparation and submission of tender and the Directorate of Collegiate Education shall in no case be responsible or liable for the costs of tendering incurred by the Tenderer, irrespective of the outcome of the tenders.

13. Bid Validity:

13.1. Bid shall remain valid for a period not less than (120 days) **One hundred and twenty days** after the deadline date for bid submission specified. **A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non – responsive.**

13.2. In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Authority may request the bidders to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by mail a bidder may refuse the request without forfeiting his bid security (EMD). A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of extension.

14. Earnest Money Deposit (EMD):

14.1 An Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty Thousand Only) shall be paid along with the Technical Bid by way of Demand Draft obtained from a Nationalized/Scheduled Bank drawn in favour of “**Senior Accounts Officer**”, Directorate of Collegiate Education payable at **Chennai**. The Bank Guarantee towards EMD will not be accepted.

14.2. The Earnest Money Deposit amount of the unsuccessful Tenderers will be returned after the award of the Contract pursuant to the selection of the successful Tenderer and on written request from the unsuccessful Tenderer. The Earnest Money Deposit amount held by the Directorate of Collegiate Education will not fetch any interest till it is refunded to the unsuccessful Tenderers.

14.3. The Earnest Money Deposit amount of the successful Tenderer will be adjusted against the Security Deposit (SD).

14.4. Any tender not accompanied by Demand Draft towards Earnest Money Deposit as in Sub – Clause (1) above shall be rejected summarily by the Directorate of Collegiate Education.

14.5. The Earnest Money Deposit amount shall be forfeited

(a) if the Tenderer withdraws the tender after opening of Technical Bid during the validity period specified in the tender document

(b) in the case of a successful Bidder, if the Bidder fails to sign the agreement or to remit the security deposit within the specified time limit.

(c) If the bidder does not accept the correction of the bid price pursuant to clause 24.

14.6. Further the Directorate of Collegiate Education will blacklist the contractor without prejudice to any action that may be taken against the contractor.

15. Submission of Tender:

15.1. Submission of Tender in Two Cover System:

Tender shall be submitted in two parts in original i.e. Part-A and Part-B. The Part –A cover shall contain the EMD and Technical Bid as per clause 15(2) and superscribed on the envelope as “Technical Bid-Part-A” “Tender for Supply and Delivery of Dustbins at **69 Government Arts & Science, Education Colleges and 24 University Constituent Colleges**. On the Part-A Cover, the Name and Address of the Tenderer shall be written and sealed. The Part-B Cover shall contain the Price-Bid – superscribed on the envelope as “Price Bid Part-B” - “Tender for Supply and Delivery of Dustbins to 69 Government Arts & Science and Education Colleges and 24 University Constituent Colleges”. On the Part B cover, the Name and Address of the Tenderer shall be written and sealed. Both the covers i.e., Part-A, and Part-B shall be put in an envelope superscribing thereon “**Tender for Supply and Delivery of Dustbins to 69 Government Arts & Science, Education colleges and 24 University Constituent Colleges** ” and the Name and Address of the Tenderer shall be written on that envelope and it shall be sealed. The sealed envelope addressed to the Tender Inviting Authority i.e. the Directorate of Collegiate Education shall be put in the box kept in the office of the Directorate of Collegiate Education within the scheduled time and date of submission of the Tender. It may also be sent by Post so as to reach the office of the Directorate of Collegiate Education within the date and time specified. Failure to reach so shall result in summarily rejection of such Tenders. If the last date scheduled for submission of the tender happens to be a Government holiday for any reason, the sealed tenders may be submitted on the next working day before the specified time.

15.2. Documents to be furnished in the part –A cover in the following sequence:

- (a) Covering Letter
- (b) Letter of Tenderer shall be duly signed by the authorized signatory in full with seal.
- (c) Crossed Demand Draft/Pay order towards EMD.
- (d) Annexure II to IX towards Statements and Declaration.

(e) Profile of the Company.

(f) Letter of Authorization / Power of Attorney for signing the Tender Document shall be on a Non-Judicial Stamp Paper of value not less than Rs.20/-. In the case of Public Sector Undertaking / Public/ Private Limited Companies, Authorization from the appropriate authority to sign the tender document must be enclosed along with Technical Bid. Tenders received without such authorization shall be rejected.

(g) I.T. Returns for the last three financial years i.e., from 2014-15 to 2016-17 **(Photo copies to be Notarized and enclosed)**.

(h) TIN Registration number, GST and PAN Card **(Photo Copies to be Notarized and enclosed)**.

(i) Audited Financial Statement Report with Profit and Loss Statement and Balance sheet for the last 3 years, i.e. from 2014-15 to 2016-17. **(Photo copies to be Notarized and enclosed)**

15.3. Details to be furnished in the Part-B (Price Bid) cover:

(a) Covering Letter.

(b) Bid Price for the work, with each page signed, dated and stamped with the seal of the firm.

(c) The offer shall be unconditional.

(d) Offers giving lump sum price, without giving their break up as per the details required in the Price bid shall be liable for rejection.

(e) The price quoted shall be inclusive of all and no additional claim on any ground shall be entertained including taxes.

(f) Apart from the Schedule of Prices duly filled in, the Bidders shall not enclose any other documents or statements that influence the price except Discount/Rebate letter. In such an event, the Directorate of Collegiate Education shall summarily disqualify the Bidder and reject the bid.

15.4. Signing of Tender:

- (a) The tender shall be typed or written legibly in indelible ink and shall be signed by the Tenderer or a person duly authorized to bind the Tenderer to the contract. All pages of the tender shall be signed by the Tenderer or person(s) authorized to sign the Tender with seal.
- (b) Any alterations, corrections or overwriting in the Tender document shall be invalid and the Tender will summarily be rejected.

16. Period of Validity of Rate:

The negotiated rate of L1 bidder approved by the Directorate of Collegiate Education shall be valid for a period of **one** year from the date of execution of the agreement.

17. Modification and Withdrawal of Tenders:

- (a) Tenderers may modify their tenders by giving notice in writing before the due date for submission.
- (b) The modification notice shall be prepared, sealed, marked and delivered in accordance with clause 15, with the outer and inner envelopes additionally marked "MODIFICATION" as appropriate.
- (c) No tenderer shall be allowed to withdraw the tenders after submitting the tender as per Rule 20 - A of Tamil Nadu Transparency in Tenders Rules 2000.
- (d) Withdrawal or modification of tender between the deadline for submission of tenders and the expiration of the original period of validity specified or as extended period may result in forfeiture of the EMD.

18. Opening of Tenders:

- (a) The Tenders received after the due date and time will not be considered. Tenders in unsealed cover or Tenders which are not signed in each page or in incomplete shape or through Fax or by electronic mail or through any other manner which is not in accordance with the instructions specified in the Tender Document will not be accepted.

(b) Tenders will be opened at the scheduled date and time in the office of the Directorate of Collegiate Education in the presence of the Tenderers or their representatives who are authorized to represent the Tenderers. The Representatives of Tenderers who attend the Tender opening shall produce the proof of their identity and the authorization letter from the Tenderers.

(c) Envelopes marked modification shall be opened and the submission therein shall be read out.

(d) If the day fixed for opening of the tender happens to be a Government holiday for any reason, the sealed tenders shall be opened on the next working day at the specified time.

(e) Part-A cover containing Technical Bid shall be opened first. The supporting documents shall be cross-checked wherever required.

f) Provided that where more than one Tender is submitted by the same tenderer, the lowest eligible financial tender shall be considered for evaluation.

19. Criteria for Evaluation of Technical Bid:

Any Tender not containing the required documents and not fulfilling the qualification criteria indicated in the Tender document shall be summarily rejected.

19.1. Prior to the detailed evaluation of bids, Employer will determine whether each Bid (a) meets the eligibility criteria (b) has been properly signed (c) is accompanied by the required EMD and (d) is substantially responsive to the requirements of the Bidding documents.

19.2. A substantially responsive bid is one which confirms to all the terms, conditions, and specifications of the tender documents, without material deviation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the supply; (b) which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the Bidder's obligations under the contract or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

19.3. If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

20. Opening of Price Bid (Part-B Cover):

(a) Only the Price Bids of the Tenderers who are qualified in the Technical Bid shall be opened.

(b) The date, time and venue of opening of Part-B Cover i.e. Price Bid will be intimated separately to the qualified eligible Tenderers.

(c) The Price Bid will be opened on the intimated date and time in the presence of the Tenderers or their authorized representatives.

21. Evaluation of the Price Bid:

The Price Bid of the technically responsive tenders shall be evaluated and compared in accordance with the criteria specified. In the evaluation of the Price Bid, the following procedures shall be adopted as per Tamil Nadu Transparency in Tenders Act 1998 & Rules 2000.

21.1. In determining the lowest evaluated price, the following factors shall be considered.

(a) The quoted price shall be corrected for arithmetical errors;

(b) In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered;

(c) In the evaluation of the price of the goods which are subject to Central Duties and Central Excise Duty, the price shall be Determined as inclusive of such Duties.

(d) The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the bidder does not accept the correct amount the bid will be rejected, and the EMD may be forfeited.

21.2. Whether all the Tenderers are from the State of Tamil Nadu or from outside the State of Tamil Nadu, the GST shall be included for the evaluation of the Price Bid.

21.3. The Directorate of Collegiate Education is empowered to negotiate with the L1 Tenderer. In case where two or more tenderers quoted the same price, the Tender Accepting Authority shall negotiate with L1 bidders & if necessary arrive at final negotiated price for Supply and Delivery of Dustbins.

22. Approval of the Contract by the Board of Governors of the Directorate of Collegiate Education:

The contract shall be awarded only with the approval of the Directorate of Collegiate Education to the successful L1 Tenderer with whom negotiations were made.

23. Right to Accept / Reject any or all Bids:

The Tender Accepting Authority i.e. The Directorate of Collegiate Education reserves the right to accept or reject any or all of the tenders including the lowest in full or in part without assigning any reasons thereof and without thereby incurring any liability to the Bidder or Bidders who may be affected financially or otherwise to this effect.

24. Award of Contract:

After acceptance of the Tender by the Tender Accepting Authority, a Letter of Acceptance (LOA) will be issued to the successful tenderers. The Directorate of Collegiate Education has the right to issue LOA to more than one tenderer.

25. Payment of Security Deposit (SD):

(a) Successful Tenderers shall be required to furnish Security Deposit equivalent to 5% (Five Percent) of the value of the purchase order as a guarantee for the performance of the contract within 7 (Seven) days from the date of issue of Letter of Acceptance. The Demand Draft shall be obtained from any one of the Nationalized Banks / Scheduled Banks drawn in favour of “**SENIOR ACCOUNTS OFFICER**”, Directorate of Collegiate Education, payable at Chennai or it may be in the form of unconditional, irrevocable Bank Guarantee valid for one (1) year. EMD amount shall be adjusted against Security Deposit and the balance amount shall be remitted in the form of Demand Draft of Bank Guarantee. Failure of the successful bidder to furnish the security deposit shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.

(b) The Security Deposit shall be released to the Contractor after the performance of the Contract in full without deficiency or default and to the entire satisfaction of the Directorate of Collegiate Education and on completion of the guarantee period of 12 months, post supply. The Security Deposit so held by the Directorate of Collegiate Education, shall not earn any interest till it is released to the contractor. The release of the Security Deposit is subject to the forfeiture clauses in the Tender Document.

(c) The Security Deposit shall be forfeited if the Contractor fails to execute the agreement within the stipulated time or fails to perform the contract or part of the contract. The Security Deposit shall also be liable for forfeiture for violation of any of the tender conditions or for the failure to supply the ordered quantity of goods in full properly and promptly.

26. Execution of Agreement:

(a) Upon receipt of the letter as per Annexure XI of Award of Contract, the successful Tenderer shall execute the Agreement for the fulfillment of the Contract on a Non- Judicial Stamp Paper to the value of Rs.20/- within 15 days from the date of issue of the Letter of Acceptance. The Agreement shall be part and parcel of the Contract and binding on the Directorate of Collegiate Education and the Contractor.

(b) The Contractor shall not assign or make over the Contract, the benefit or burden thereof to any other person or persons or Body Corporate for the execution of the Contract or any part thereof.

27. Interpretation:

If any query / doubt arise with reference to the interpretation of any provisions of the Tender Document, the decision of the **Director of Collegiate Education** shall be final.

28. Corrupt or Fraudulent practices:

The Directorate of Collegiate Education requires that Bidders observe the highest standard of ethics during the evaluation and execution of supply. In pursuance of this policy, the Directorate of Collegiate Education.

(a) Defines for the purposes of this provision the terms set forth below:

(i) 'Corrupt practice' means offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the evaluation process or in contract execution.

(ii) 'Fraudulent practices' means misrepresentation of facts in order to influence the evaluation process or execution of a contract / supply to the detriment of the Directorate of Collegiate Education and include collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non competitive levels and to deprive the Directorate of Collegiate Education of the benefits of free and open competition.

(b) Will reject a proposal for award, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) Will declare a firm ineligible either indefinitely or for a stated period of time to be awarded a contract if it any time determines that the firm has engaged in corrupt and fraudulent practices in competing for or in executing the contract.

5. SPECIAL CONDITIONS OF THE TENDER

1. The Special Terms and Conditions of the Tender shall supplement the “GENERAL INSTRUCTIONS TO THE BIDDERS”.

2. Technical Specifications:

The Dustbins supplied by the Contractor shall confirm to the technical specifications in **Annexure I** of the Tender Document.

(a) Testing of Samples:

After opening of the Technical Bids the Directorate of Collegiate Education will intimate the qualified bidders. Qualified Bidders will be intimated to send the dustbins for testing. The Bidders must send plain dustbins without any Labels, Logo and Stickers of company for each capacity (6 ltrs, 12 ltrs, 25 ltrs & 50 ltrs) to the Directorate of Collegiate Education for testing purpose within 3 days after receiving the intimation.

(b) Field Inspection:

If required, The Tender Technical Committee of the Directorate of Collegiate Education will inspect the manufacturing unit of the technically qualified tenderers after the Testing of Samples with prior intimation.

3. Release of Purchase Order:

The Purchase Order shall be issued to the successful bidder only after payment of required Security Deposit and execution of agreement with Tamil Nadu Directorate of Collegiate Education as per clause 25 and 26 of Instruction to Bidders.

4. The time of delivery and quality of Dustbins stipulated in the purchase order shall be deemed to be the essence of the Contract.

5. Supply.

a) Supply of all the ordered Dustbins commensurating with the technical specifications in **Annexure I** shall be made within **Forty five days** from the date of issue of the Purchase order and the entire supply shall be completed within the time schedule specified in the purchase order.

b) The entire quantity of the quality Dustbins shall be delivered and installed at the designated locations in the State of Tamil Nadu in good condition. The Transit / Freight Charges, Insurance, all the Taxes including GST, Loading and Unloading charges and all other incidental charges for the supply and delivery of the ordered goods in good condition to the designated locations shall be borne by the Contractor at his own risk and cost.

c) In case of the Contractor from the states other than Tamil Nadu, it shall be their responsibility to get necessary interstate permit for the delivery of the ordered goods in time.

d) The working models should be commissioned in the presence of receiving officials.

6. PRE- DESPATCH INSPECTION:

6.1. The successful supplier shall arrange to supply one set of complete packages (**As per Annexure I**) in conformity to specifications for ensuring the quality for the entire supply. The approval of the sample will be accorded by a committee comprising of officials from the concerned department. The committee shall certify each of the supply for adherence to the specified standards as in Annexure which is mandatory for payment.

7. Insurance:

The delivery of the Dustbins in fully packed and labeled condition as per the statutory norms and the specifications given in the Tender Document to the designated destinations on time shall be the responsibility of the Contractor. The transit loss/theft/pilferage/damage of the goods under any circumstances shall be the liability of the Contractor. Insurance and transit insurance of the goods shall be the liability of the Contractor.

8. Packing and Labeling:

a) The packing shall conform to relevant packing standards. The contractor should however, ensure that the materials reach their destination without damage/loss during transit by Rail or Road and subsequent storage.

b) Each item shall be packed in a pouch of appropriate size to avoid damage/breakage.

c) Appropriate quantity of item shall be packed in a corrugated box with sufficient buffer to avoid any damage during transit.

d) Each corrugated box shall be labeled and the label shall contain the following: NOT FOR SALE, Handle with care, Supply of Dustbin by the Department of Collegiate Education, Government of Tamil Nadu, Contractor's company code No., Quantity, Serial Number, Date, Month and Year of manufacturing.

9. Guarantee and Replacement:

9.1. The materials shall be guaranteed for satisfactory usage, free of defects for a continuous period of 12 (Twelve) months from the date of receipt of materials in good condition at site.

9.2. Any defects noticed during this period shall be rectified / replaced free of cost at the Colleges concerned within 1 (one) week from the date of receipt of intimation of defect/failure from the said Colleges.

9.3 A written guarantee, guaranteeing the Directorate of Collegiate Education against defects in the materials supplied, either in materials or workmanship should be furnished preferably along with the initial bill for 85% for a period of 12 months (Twelve months) from the date of receipt of materials at site in good condition.

9.4 Any defects or failure occurring within the guarantee period due to faulty design, poor workmanship and bad quality of raw materials used shall be rectified within a week / replaced on free of cost within two (2) weeks on receipt of intimation from colleges on such defects or failures. If they are not rectified or replaced within this period, the contractor shall pay the liquidated damages as per the liquidated damages clause in the contract for the delay from the date of receipt of intimation for the defects or failures. A Guarantee certificate in the above form shall be submitted along with the initial bill of 85% of the supplied items. Any expenditure incurred in the transportation of Dustbin for rectification or replacement will be to the suppliers account.

10. Payment Term:

- (a) No advance payment shall be made.
- (b) The Contractor shall raise the bill only after completion of supply and delivery in all the Colleges as per the purchase order on time.
- (c) The bill raised by the Contractor shall have all Registration Numbers printed on the Bill. The validity of the Tax Registration during the currency period of the contract shall be the sole responsibility of the contractor.
- (d) The Directorate of Collegiate Education shall process the bill for payment of 85% of the bill only after completion of the supply and delivery. Based on the certificates issued by the committee for the quality and the certificates issued by the College Principals for the receipt of the Dustbin in good condition, the bills will be admitted. The Directorate of Collegiate Education shall settle 85% of the bill within a reasonable time after the receipt of the hard copy of the delivery notes.
- (e) The Directorate of Collegiate Education shall recover any dues from the contractor if found to be recoverable on a later date in the audit even after the final settlement of the Bill. The contractor shall be liable to pay such dues to the Directorate of Collegiate Education.
- (f) The remaining 15% of the Bill shall be paid after three months from the date of complete supply and commissioning of the ordered quantity of Dustbins as per the purchase order and the delivery schedule.

11. Liquidated Damages and Penalty:

- (a) If the Contractor fails to deliver the Dustbins as per the purchase order and the delivery schedule specified by the Directorate of Collegiate Education, the Directorate of Collegiate Education shall have the right to impose penalty of 1% of the value of the order for every week of delay or part thereof after the due date of delivery for a period of two weeks and thereafter at the rate of 5% of the value of the delayed supply for each week of delay or part for another two weeks of delay. The Directorate of Collegiate Education shall have the right to make purchase from outside at higher rates if the delay continues even after the expiry of the aforesaid period of four weeks for which penalty is

imposed on the contractor and the loss sustained by the Directorate of Collegiate Education to this effect shall be deducted from the bill of the contractor and / or from the security Deposit of the Contractor. The total Liquidated damages shall not exceed 10% (Ten Percent) of the contract value.

b) The Directorate of Collegiate Education shall have the right to terminate the Contract of the Contractor who fails to deliver the Dustbins in full as per the Purchase Order and the Delivery Schedule.

c) The Directorate of Collegiate Education shall have the right to place the purchase Order with the other eligible Tenderer(s) if the supply is delayed beyond four weeks after the due date and it shall be at the risk and cost of the Contractor who is in default. The Directorate of Collegiate Education also reserves the right to take any other action against the Contractor in default for the loss and the consequential loss sustained by the Directorate of Collegiate Education.

d) Materials will be deemed to have been delivered only when all its component parts and its accessories are also delivered. If certain components and accessories are not delivered in time the whole materials will be considered as delayed unless, the missing parts are delivered. The Liquidated damages will also be levied for the quantity not supplied as done for the delayed supplies. If supplies effected in part could not be beneficially used by the Colleges (due to such incomplete supply), liquidated damage will be worked out on the basis of contract price of such materials which could not be beneficially used and not on the value of delayed portion only.

e) The Directorate of Collegiate Education shall have the right to blacklist the Contractor for breach of any conditions and terms of the Tender/Agreement at any point of time.

12. Termination of Contract:

12.1. Termination for Default:

a) The Directorate of Collegiate Education may, without prejudice to any other remedy for breach of contract by the contractor, terminate the contract in whole or part, by a 15 days written notice of breach of contract to the contractor,

- i. if the contractor fails to deliver any or all of the goods within the time schedule specified in the purchase order, or within any extension thereof granted by the Directorate of Collegiate Education.
 - ii. if the contractor fails to perform any of the obligation(s) under the contract :
 - iii. if the contractor is found to have involved in fraudulent, corrupt and unfair practices in competing for or in executing the contract.
- b) If the Directorate of Collegiate Education terminates the contract in whole or in part, the Directorate of Collegiate Education may procure, upon such terms and in such manner as it deems appropriate, the goods similar to those supplied and delivered and in that case the contractor whose contract is terminated in whole or in part shall be liable to the Directorate of Collegiate Education for any additional costs involved in procuring and supplying the goods to the designated destinations. However, the contractor shall continue the performance of the contract to the extent not terminated. The Directorate of Collegiate Education reserves the right to take further action against the contractor whose contract has been terminated in whole or in part.

12.2. Termination for Insolvency:

The Directorate of Collegiate Education may terminate the contract at any time by giving 15 days written notice to the contractor without compensation to the contractor and without incurring any liability if the contractor becomes bankrupt or otherwise insolvent. Such termination shall not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Directorate of Collegiate Education.

12.3. Termination for Convenience:

The Directorate of Collegiate Education may terminate the contract in whole or in part at any time during the validity period of the contract for its convenience by giving 15 days' written notice and without compensation to the contractor. The notice of termination shall specify that termination is for the Directorate of Collegiate Education's convenience, the extent to which the contract is terminated, and the date upon which such termination becomes effective. The termination of the contract is without prejudice to the penal consequences and damages for which the contractor shall be liable for violation of the contractual obligations.

13. Force Majeure:

a) Force Majeure means an event beyond the control of the Contractor and not involving the contractor's fault of negligence and not foreseeable. Such event may include but are not limited to the acts of Nature such as fire, earthquake, floods, epidemics, etc., and other events such as wars, revolutions, quarantine restrictions, etc.

b) If a Force Majeure situation arises, the contractor shall promptly notify the Directorate of Collegiate Education such conditions and the causes thereof through email within 24hrs of such event. The e-mail communication shall be followed by a report with documentary evidence to be sent to the Directorate of Collegiate Education within 3 days from the date of occurrence of such event. Unless otherwise directed by the Directorate in writing, the Contractor shall continue to perform his obligations under the Contract to a reasonably practical extent and shall seek all reasonable alternative means for effective performance of the Contract in time.

c) In the event of Force Majeure, the delivery period will be extended for a period equivalent to the period during which Force Majeure event was in existence. For this period the contractor shall not be liable to pay penalty. Further if the performance in whole or part, of any obligation under this contract is prevented or delayed by reason of Force Majeure for a period exceeding 21 days, the Directorate of Collegiate Education may at its option and discretion terminate the contract.

d) The price quoted by the bidder and accepted by the Directorate of Collegiate Education shall remain fixed and firm during the extended period during which Force Majeure was in existence. Force Majeure shall not have any bearing on the price quoted by the Contractor in the Tender.

14. Conciliation & Arbitration:**14.1. Conciliation:**

If any dispute or difference arises between the Directorate of Collegiate Education and Contractor with regard to the contractual obligations, the same shall be referred to a conciliator and settled by conciliation as per the provisions of the Arbitration and Conciliation Act, 1996. The conciliator shall be nominated by the Director of Collegiate Education. Conciliatory efforts are mandatory in tune with the Alternative Disputes Resolution (ADR) process before invoking the Arbitration Clause. The conciliator shall endeavor to conclude his proceedings within three weeks from the date of reference of a dispute or claim to him.

14.2. Arbitration:

In case of any dispute or difference arising between the Directorate of Collegiate Education and the Contractor relating to any matter arising out of or connected with the Contract which still remains unsettled even after Conciliation, such dispute or difference shall be referred to the Arbitrator nominated by the Director of the Collegiate Education. The Arbitral proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. If the Arbitrator for any reason has to discontinue the Arbitration before completion of the arbitral proceedings, the Director of Collegiate Education shall nominate another eligible and suitable person as Arbitrator and such Arbitrator may continue the proceedings from the stage at which his predecessor has discontinued or may proceed from the stage at which his predecessor has discontinued or may proceed de novo. The Arbitral Award shall be final and binding on both the Directorate of Collegiate Education and the Contractor.

No part of the contract shall be suspended by the Contractor on the ground of pendency of the Arbitral Proceedings.

The venue of Arbitration shall be at Chennai. The language to be used in the Arbitral proceedings shall be in English.

15. Jurisdiction:

The courts in the city of Chennai alone shall have the jurisdiction to try any matter or dispute or reference between the Directorate of Collegiate Education and the Contractors arising out of the Contract.

6. LETTER OF THE TENDERER**To**

The Director of Collegiate Education,
Directorate of Collegiate Education,
Chennai -6

Madam,

I / We do hereby tender / offer to the Directorate of Collegiate Education for the "Supply and Delivery of Dustbins to 69 Government Arts & Science, Education Colleges and 24 University Constituent Colleges" conforming to the technical specifications and to the conditions stated in the annexed Contract and specification attached here to.

I / We have understood that the requirement of the Directorate of Collegiate Education is noted. The details of the materials to be supplied and have carefully understood the conditions of contract and the specifications with all the stipulations of which I / We agree to comply.

I / We hereby undertake to complete delivery of the materials at the places mentioned in the specification, within the time limit specified by the Directorate of Collegiate Education.

I am / We are quite aware that quality of the materials and time of delivery are the essence of this contract and accordingly, I / We would adhere to the same.

I / We further agree that I / We would not withdraw this tender either in full or in part. If by chance, I / we have to withdraw the offer, I / we agree that the EMD paid will be forfeited by the Directorate of Collegiate Education, without any notice to me / us.

I / We affirm that in any previous tender to the Directorate of Collegiate Education, I / we have not committed any fraud by furnishing wrong information and the Directorate of Collegiate Education had not written to us alleging fraud in our transaction with the Directorate of Collegiate Education.

I / We further confirm that in case, any of the information noted above is found to be incorrect, I / We will be liable for any action under the terms of the tender / contract including termination of the contract and forfeiture of the Earnest Money / Security Deposit.

I / We hereby undertake and agree to pay the Security Deposit as per the tender conditions within seven days from the date of receipt of the purchase order.

I / We undertake to sign the contract with the Directorate of Collegiate Education on the lines of the tender conditions in the tender documents.

I / We further agree that the acceptance of the tender conditions would, by itself, constitute a valid and concluded contract binding on me / us, even if separate contract is not signed.

I / We further agree that in the event of my / our failure to deposit securities mentioned above or to produce the latest income tax and sales tax (GST) clearance certificate or to execute the contract within the period of 15 days as referred to above, the sum of Rs.50,000/- deposited with the tender shall be forfeited by the Directorate of Collegiate Education and in addition, the Director of Directorate of Collegiate Education, shall be entitled to cancel the contract and there upon arrange for any other person or persons to supply the materials herein before mentioned and I / We agree to be liable for all damages, losses, charges and expenses arising from or by reason or such failure on our part.

I / We hereby further agree and undertake that:

In case, there is any defect found in the Dustbins or in any part of the item delivered, we undertake to replace the same by a new one.

I / We hereby declare that I / We agree to do the various acts, deeds and things referred to herein, for enabling the Directorate of Collegiate Education to procure the Dustbins conforming to specifications.

Having fully understood the tender conditions and the above undertaking in this letter, we sign thisDay ofat Chennai.

Yours faithfully,

Authorized Signatory :

Name & Title of Signatory :

.....
.....

Name of the Bidder :

.....

Address :

ANNEXURE - I**7. TECHNICAL SPECIFICATIONS FOR THE DUSTBINS**

DUST BINS (Items required)		
Sl.No	Name of the Articles & Description	Quantity Required Tentatively
1	Plastic Dustbin capacity in 6 liters	169
2	Plastic Dustbin capacity in 12 liters	7338
3	Plastic Dustbin capacity in 25 liters	4432
4	Plastic Dustbin capacity in 50 liters	1762

Technical Specifications

- The material for the manufacture of garbage bin should be virgin grade of High Molecular High Density Polyethylene (HMHDPE) material.
- The bin inner surface should be smooth and sanitary chemical resistance and anti-corrosive.
- The bin should be single piece moulded and free from joints and welds.
- Bin should be provided with side handle on both sides for easy handling.

S. No	Description	Unit	Specified Requirement			
			6.0	12.0	25.0	50.0
1	Minimum Capacity of the Bin	Liter	6.0	12.0	25.0	50.0
2	Dimension					
	i)Top Diameter (Min.)	mm	220.0	245.0	350.0	410.0
	ii)Bottom Diameter (Min.)	mm	180.0	215.0	250.0	310.0
	iii)Height with out Lid (Min.)	mm	250.0	300.0	400.0	500.0
	iv)Wall thickness (Min.)	mm	2.0	2.2	2.5	3.0
	iv) Colour	--	Green	Blue	Red	Brown
3	Material	--	HMHDPE	HMHDPE	HMHDPE	HMHDPE
4	Density	g/cc	0.950 to 0.960	0.950 to 0.960	0.950 to 0.960	0.950 to 0.960
5	Melt Flow Index @ 190° C/10 Kg Load	g/10 Min	0.2 to 1.5	0.2 to 1.5	0.2 to 1.5	0.2 to 1.5
6	Tensile Strength (Min.)	Kgf/cm ²	250.0	250.0	250.0	250.0
7	Elongation at break (Min)	%	200.0	200.0	200.0	200.0
8	Izod Impact Strength	Kg/cm ²	20.0	20.0	20.0	20.0
9	Chemical Resistance with alkali and acid	-	No crack and deformation, no tackiness and discolouration	No crack and deformation no tackiness and discolouration	No crack and deformation no tackiness and discolouration	No crack and deformation no tackiness and discolouration

- The image of the Dustbin model for each holding capacity is same and it is given in the following page:



Dustbin model

ANNEXURE – II

8. STATEMENTS AND DECLARATIONS

PROFILE OF THE TENDERER

The Tenderer shall furnish the following details without fail.

- a) Name of the Organization :
- b) Nature of the Organization :
(i.e. Public Sector Undertaking / Public Ltd / Private Ltd Company)
- c) Number and Year of Registration / Incorporation :
- d) Address of the Registered Office of the Company / Firm with phone, Fax, and Email ID. :
- e) Manufacturer :
(Proof for manufacturer from the competent authority shall be enclosed)
- f) Audited annual report for the last three years :
(Copy of the same along with Technical Bid shall be enclosed)
- g) A copy of PAN card attested by the company secretary or Director or the Auditor shall be enclosed.

Note: The Tenderer shall enclose documentary proof for the above without fail.

ANNEXURE – III**ANNUAL TURNOVER STATEMENT FOR TENDERER**

The annual turnover of M/s.....for the past three years are given below and certified that the statement is true and correct.

Sl. No.	Years	Turnover in lakhs (Rs.)
1.	2014-2015	
2.	2015-2016	
3.	2016-2017	

Date:

Seal:

Signature of the Tenderer
/ with seal

Signature of The Auditor
Chartered Accountant
(Name in Capital with
Registration Number)

ANNEXURE – IV**STATEMENT OF SUPPLY ORDERS EXECUTED DURING THE
PAST THREE YEARS.****(To be filled in by the tenderer)**

Sl No.	Name & Address of the Organisation	P.O. No.& Date	Qty	Value of order in Rs.Lakhs	Scheduled Date of completion of order	Actual Date of Completion of order
1	2	3	4	5	6	7

COMPANY SEAL**SIGNATURE :****DESIGNATION :****COMPANY :****DATE :**

ANNEXURE – V
FORMAT OF AUTHORISATION LETTER

To

The Director of Collegiate Education,
Directorate of Collegiate Education,
D.P.I. Campus, College Road,
Chennai -600 006

We hereby irrevocably authorize _____ (type the Name and Address of the Bidder) to submit a Bid and subsequently negotiate and sign the contract with the Directorate relating to Tender Ref. R.C. No.23318/N1/2012

Signature of the Proprietor / Partner

Place:

Date:

Note: Signature of the Authorized person should be attested.

ANNEXURE – VI
DECLARATION

I / Wehaving the registered office at
..... hereby declare that the
Firm / Company or its Partners / Shareholders have not been blacklisted
by Directorate of Collegiate Education or any Undertaking / Board of the
Central / State Governments.

Signature of the Tenderer
with Seal

ANNEXURE – VII
DECLARATION FORM

I / Wehaving the registered office atdeclare that I / We have carefully read all the terms and conditions of Tender floated by the Directorate of Collegiate Education, Chennai vide Tender Ref.No.23318/N1/2012 for the procurement of 13701 Dustbins strictly conforming to the specification as given in the Tender Document and I / We shall abide by all the conditions set forth therein. I / We also undertake to take back the rejected defective Dustbins at our risk & cost replaces the same within the stipulated time.

Signature of the Tenderer
with Seal

ANNEXURE – VIII
CERTIFICATE

It is certified that I / Wehave
offered to supply the Dustbins (Annexure - I) within a period of 45 days.

Signature of the Tenderer
with Seal

ANNEXURE – IX
CERTIFICATE

I / We am/are having office atdeclare that the tender forms downloaded from the websites www.tndce.in and www.tenders.tn.gov.in have not been tampered with / modified in any manner. In case, if the same is found to be tampered with / modified, my / our Tender shall be summarily rejected.

Signature of the Tenderer
with Seal

ANNEXURE - X**BANK GUARANTEE FOR SECURITY DEPOSIT**

To: _____[name of employer]
 _____[address of Employer]

WHEREAS _____[name and address of Contractor] (hereinafter called “ the Contractor “) has undertaken, in pursuance of Tender No. _____dated _____ to execute _____ [Name of Contract and brief description of Works] (hereinafter called “the Contract”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

AND THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee] _____ [in words], such sum being payable in the types and proportion of currencies in which the Contract Price is payable , and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____[amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 6 Calendar months from the date of issue of certificate of completion.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

ANNEXURE – XI
AGREEMENT FORM

(To be filled by the tenderer in a non – judicial stamp paper of value not less than Rs.20/-)

THIS AGREEMENT made theday of 20
.....between

(Name and Address of Purchaser) represented by the Director of Collegiate Education.....

(hereinafter “ the purchaser “) of one part and (Name and Address of Supplier)

..... (hereinafter “ the Supplier “) represented by
.....

(Name of the Authorized Signatory and Designation), Aged.....years, residing at

.....(Full Residential Address of the Signatory) of the other part:

WHEREAS the purchaser is desirous that certain Goods and ancillary services should be provided by the Supplier, viz.,
.....

(Brief Description of Goods and Services) and
..... has accepted a bid by the Supplier for the supply of those goods and services in the sum of
(Contract Price in Words and in Figures) (hereinafter “ the Contract Price “)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.

(a) the Bid Form and Price Schedule submitted by the Bidder;

(b) the Schedule of Requirements;

(c) the Technical Specifications;

(d) the General Conditions of Contract

(e) the Special Conditions of Contract ; and

(f) the purchaser's Notification of Award

3. In consideration of the payments to be made by the purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

BRIEF PARTICULARS OF THE GOODS AND SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE SUPPLIER:

Delivery schedule:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said (For the purchaser) in the presence of

Signed, Sealed and Delivered by the

Said (For the Supplier) (Signature, Name, Designation and Address with Office Seal)

In the presence of

- 1) (Signature, Name and Address of witness)
- 2) (Signature, Name and Address of witness)

PART – B**10. PRICE BID****(TO BE FURNISHED IN PART – B COVER)****RATES OFFERED FOR DUSTBINS AS PER SPECIFICATIONS**

Name of the item with Capacity	Quantity Offered Nos.	UNIT PRICE		(GST) % Percentage	Unit Price Rs.P. (Inclusive of all)
		Ex-Works Price Rs.P.	Freight & Insurance Charges Rs. P		
1	2	3	4	5	6
Plastic Dustbin Capacity in 6 liters					
Plastic Dustbin Capacity in 12 liters					
Plastic Dustbin Capacity in 25 liters					
Plastic Dustbin Capacity in 50 liters					

SIGNATURE

DESIGNATION
WITH COMPANY SEAL

DATE:

PRICE BID

DUSTBINS				
Sl. No.	Name of the Articles & Description	Quantity Required (Tentatively)	Rate per unit in Rs.P	Amount in Rs.P
1.	Plastic Dustbin capacity in 6 liters	169		
2	Plastic Dustbin capacity in 12 liters	7338		
3	Plastic Dustbin capacity in 25 liters	4432		
4	Plastic Dustbin capacity in 50 liters	1762		