



**GOVERNMENT OF TAMIL NADU**  
**RURAL DEVELOPMENT AND PANCHAYAT RAJ DEPARTMENT**  
**TENDER DOCUMENT**

**INVITATION FOR PREQUALIFICATION APPLICATION AND PRICE**

**TENDER**

**Single Cover System**

NAME OF WORK : Supply & delivery of Mild steel doors, windows and ventilators required for all the blocks for the year

E.M.D.AMOUNT : Rs.

DATE OF TENDER :

ISSUED TO : Thiru. M/s.

Project Officer, DRDA,

.....District.



**GOVERNMENT OF TAMIL NADU**  
**RURAL DEVELOPMENT AND PANCHAYAT RAJ**  
**DEPARTMENT**

**DISTRICT RURAL DEVELOPMENT AGENCY,**  
**DISTRICT**

**Tender Document and Schedule**

Name of the Work	:	Supply & delivery of Mild steel doors, windows and ventilators required for all the blocks for the year 2009-10
Cost of tender document		Rs.1000/- +4%VAT+5%Surcharge
Tender Ref.	:	
Advertised on	:	
Last date for submission of Tender	:	

## SALIENT FEATURES OF THE TENDER

### Supply of Mild steel doors, windows and ventilators

1	Tender inviting Authority, Designation and Address	The Project Officer, D.R.D.A. District
	a)Name of the Work	Supply & delivery of Mild steel doors, windows and ventilators required for all the blocks for the year 2009-2010
	b)Tender reference	
	c)Place of Delivery	All Block Offices and other designated places.
	d)Rate Contract Period	The Rates shall be valid for one year from the date of execution of agreement or upto 31.03.2010
2	Tender documents availability place and due date for obtaining tender	On all working days from (upto pm) from the address mentioned in (1). Alternatively, Tender documents can be downloaded from the designated website free of cost.
3		
	Cost of Tender Document	Rs. <b>1042/-</b> per Tender Document inclusive of Taxes
4	Earnest Money Deposit (EMD)	Demand Draft or Banker's Cheque in the name of the District Collector and Chairman, District Rural Development Agency, District.
5	Date, Time and Place of Submission of Tender	
6	Date, Time and Place of opening of Technical Bid	On 11.06.2009 (as per office clock) at 4.00 PM, DRDA, district.

**TENDER FOR SUPPLY & DELIVERY OF STEEL DOORS/ WINDOWS  
AND VENTILATORS**

To,

The Collector & Chairman,  
District Rural Development Agency,  
District,

Sir,

I/ We .....do hereby furnish the tender for the supply and delivery of Steel Doors/ Windows and Ventilators under rate contract to be kept firm up to 31.03.2010 as per the specifications, details and the conditions of contract indicated in the Annexure-I & II.

I/ We hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender, I / We have carefully followed the instructions in the tender notice and I /We have made such examination of the contract documents and of the specifications and quantities and the locations to be supplied as to enable me /us to thoroughly understand the intention of the same and the requirement, covenants, agreements, stipulations and restrictions contained in the contract and distinctly agree that I /We will not hereafter make any claim or demand on the Collector & Chairman, District Rural Development Agency District based upon or arising out of any alleged misunderstanding or misconception or mistake on my / our part of the said requirement, covenants, agreements, stipulations and restrictions and conditions in effecting the supply. I / We shall keep the rate of progress of the supply as stipulated in the contract.

I / We enclose herewith a demand draft for Rs...../- (**Rupees** ..... **only**) drawn in favour of the Collector & Chairman, District Rural Development Agency , District as earnest money deposit for the due fulfilment of the tender/ contract. If upon intimation being given to me / us of the acceptance of my / our tender, fail to make payment of the further security deposit as may be intimated and enter into the required agreement, then I / We agree to the forfeiture of the earnest money deposit not as a penalty. I / we also accept my / our liability for payment of liquidated damage sustained as a result of such failure.

Address to which intimation is to be sent.

I / We fully understand that the written agreement to be entered into, between the tenderer and the Collector & Chairman, District Rural Development Agency District shall be the foundation of rights of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the successful tenderer and then by the appropriate officer authorized to enter into contract.

.....

## TENDER NOTICE

1. For and on behalf of the Governor of Tamil Nadu, sealed tenders are invited by Collector & Chairman, District Rural Development Agency, District from reputed manufacturing concerns for the supply and delivery of Steel Doors/Windows and Ventilators under rate contract to be kept firm up to 31.03.2010 as per the details indicated in the Annexure- I & II.

2. Tender documents may be obtained from the office of Collector & Chairman, District Rural Development Agency, District from during office hours, on payment of (non-refundable) cost of Rs in the form of Demand Draft / Pay Order / Banker's cheque drawn from any one of the Nationalized / Scheduled bank located in India in favour of **District Collector / Chairman, DRDA**, payable at Cash and cheque will not be accepted.

3. Interested Tenderers may obtain further information from the Office of the Collector & Chairman, District Rural Development Agency District. Tender documents requested by post will be despatched by registered / speed post on payment of an extra amount of Rs The tender inviting authority will not be held responsible for the postal delay, if any, in the delivery of the documents or non-receipt of the same.

4. The tender document may however be down loaded in the designated website ([www.tenders.tn.gov.in](http://www.tenders.tn.gov.in)) and is free of cost.

### 5. DUE DATE AND TIME:

The tenders should reach the Collector & Chairman, District Rural Development Agency, District on or before 3.00 PM on (Date) Tenders received after the due date and time will not be entertained and summarily rejected.

### 6. MODE OF DESPATCH:

The tender should be in the prescribed form, obtained from the Office of the Collector & Chairman, District Rural Development Agency, District. The tender document may also be down loaded from the designated website ([www.tenders.tn.gov.in](http://www.tenders.tn.gov.in)) Tenders should be addressed to the Collector & Chairman, District Rural Development Agency, District by designation and should be only in sealed covers by registered post with acknowledgement due or in person. The tenderers may submit tenders by post or courier provided that the Tender Inviting Authority shall not be responsible for any delay in receipt on or before due time and date due to transit in such cases. Tenders received without enclosed in sealed covers will not be considered. The tender covers should be super scribed as "TENDER FOR THE SUPPLY OF STEEL DOORS, WINDOWS AND VENTILATORS".

### 7. EARNEST MONEY DEPOSIT

7.1. Each tenderer must pay an Earnest Money Deposit of (1% of value) Rs. ( Rupees ) by Demand Draft/Banker's Cheque drawn in favour of the Collector & Chairman, District Rural Development Agency District. Tenders not accompanied by the EMD for the notified amount in the form prescribed shall be summarily rejected. The Earnest Money Deposit of unsuccessful tenderers will be returned after the finalisation of tender within a reasonable time consistent with the rules and regulations. The Earnest Money Deposit furnished for any other tenders by the bidders and if any already available with Collector & Chairman, District Rural Development Agency, cannot be considered as an EMD for this tender.

7.2. In respect of the successful tenderer, the EMD remitted along with the tender shall be retained as part of the Security Deposit and will not carry any interest.. and in addition 4 % of the total contract price of the successful tenderer shall be remitted as Security Deposit within 7 days from the acceptance of tender. Failure to pay the security deposit within the stipulated time will entail forfeiture of the EMD. The Security deposit will be refunded on application after six months from the date of expiry of agreement/last supply whichever is later.

7.3. If the successful tenderer has not supplied the required quantity within 15 days from the date of receipt of the work order, It is not only that the Security Deposit will be forfeited as penalty but the tenderer will also liable to pay to liquidated damages sustained as a result of such failure.

#### **8. DETAILS TO BE FURNISHED AND OTHER CONDITIONS:**

- a) The tenders should contain particulars like the name and the address of the tenderers, net rate inclusive of sales tax / VAT, surcharge, freight, octroi, insurance, transport, delivery at destination and such other levy that may be applicable and arise.
- b) If the tender is made by an individual it shall be signed with his full name and his address. If it is made by a firm it shall be signed by each partner of the firm. If the tender is made by the corporation, it shall be signed by a duly authorised officer who shall produce with tender satisfactory evidence for his authorisation. Such tendering corporation may be required before the contract is executed to furnish evidence of its corporate existence. In the case of proprietary and partnership firm it will be necessary to produce the certificate for the proprietary and for each of the partners as the case may be.
- c) The tenderers shall furnish;
  - 1) Sales Tax clearance and Income Tax statement submitted (latest)
  - 2) Receipt and payment account, income and expenses account and balance sheet to prove the capacity of the firm for the last 3 years.
- d) The tenderer should carefully peruse all specifications clauses, which govern the rates for which he is tendering

The rates should be uniform for all the Block Offices of the District and kept firm up to 31.03.2010, from the date of opening of the tenders for acceptance. The rates quoted should be firm and should not be subjected to any variation clauses.

- e) The tenderer shall clearly indicate as to whether any of the items offered are covered by the Director General, Supplies and Disposal rate contract. If so, it should be certified that the rates are in accordance with D.G.S & D rates only.
- f) The rates should be quoted for each item of mention in Schedule (A) and should be indicated clearly both in words and figures. Any scoring or over writing should be attested with full signatures of the tenderers.
- g) The Tender Accepting Authority shall not pay any increase in duties, taxes and surcharges on account of any revision by the Government at the time of supply.
- h) Supply of article shall be as per specification mentioned in the Annexure and the delivery should be made within 60 days from receipt of the order.
- j) The tenderers are advised to go through all the terms and conditions carefully and bring to the immediate notice of the undersigned, if there are any corrections or omissions in the tender schedule. Reporting of any corrections or alterations etc., after submitting the tender will not be entertained.
- k) The tenderers or their authorised Agents are expected to be present at the time of opening of the tender. If any of the tenderer or their Agents find it not convenient to be present at the time of opening the tender in such case the tender receiving officer will be opening the tender making a note of the unattested corrections. The representatives of the tendering firms who are attending the opening of tender should bring a letter of authority from the tendering firms, which they represent, to identify their bona-fide.
- l) No alteration should be made by the tenderer in the contract form, the conditions of the contract, specifications and quantities accompanying the same and if any such alterations made, the tender shall be rejected as non responsive. Tenders not submitted in proper form or in time will be rejected.
- m) The final acceptance of Tender is entirely vested with the District Collector and Chairman, DRDA who reserves the right to accept or reject any or all of the Tenders in full or in part.
- n) The tenders should be valid for acceptance for a period of Ninety days from the date of opening of tender.
- o) The Collector and Chairman, District Rural Development Agency, District reserves the right to reject any tender or all the tenders without assigning any reasons therefore.

p) Any notice to the bidder shall be deemed to be sufficiently served if given or left in writing at the address mentioned in the tender, Collector and Chairman, District Rural Development Agency, District shall not be responsible for any postal delay.

#### **9. OPENING OF TENDERS AND EVALUATION:**

9.1. The tenders received upto 3.00 P.M by the Collector and Chairman, District Rural Development Agency, District or his authorised person on \_\_\_\_\_ will be opened by the Collector and Chairman, District Rural Development Agency, District, or his authorised person on \_\_\_\_\_ at DRDA, District in the presence of such of those tenderers or their representatives with letter of authority who may be present at the time of opening. The representatives of the tendering firms who are attending the opening of the tenders should bring a letter of authority from the tendering firms, which they represent, to identify their bona-fide.

9.2. The Collector and Chairman, District Rural Development Agency will evaluate and compare the tenders, which have been determined to be substantially responsive for each schedule separately.

9.3. The evaluation of a tender will take into account, in addition to the tender price (Ex-factory / ex –warehouse / off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, Excise duty and Octroi etc on the finished goods, (if payable) and price of incidental factors.

9.4 The District Collector and Chairman, DRDA, District reserves the right to negotiate with the Bidder whose offer is the lowest evaluated price strictly according to Tamilnadu Transparency in Tender Rules, 2000.

9.5. The final acceptance of the Tender is entirely vested with the District Collector and Chairman, DRDA who reserves the right to accept or reject any or all of the tender in full or part.

#### **10.AWARD OF CONTRACT:**

10.1. The successful tenderer will be notified by a letter sent by registered post to the address shown on tender that his tender has been accepted. A further security equivalent to 4% of the contract price shall be remitted within 7 days from the date of acceptance of the tender. The tenderer shall attend the office of the Collector and Chairman, District Rural Development Agency on the date fixed and sign an agreement in the prescribed form in a non judicial stamp paper of the value of Rs.20/- . The expenses incidental to the execution of agreement shall be borne by the successful tenderer.



10.2 As per rule 31 (4) of Tamilnadu Transparency in Tender Rules, 2000, the District Collector and Chairman, DRDA, District shall place orders on the L1 tenderer for 60% of the total quantity covered in the tender at the price quoted by him and place orders for the remaining quantity for the tenderers quoting the next lowest evaluated prices at the lowest evaluated price.

10.3 The further security deposit together with the earnest money deposit and the amount with held in the interim payments shall be retained as security for the due fulfilment of the contract.

10.4 If upon intimation being given of the acceptance of his tender, the tenderer fails to remit the further security deposit and enter into the agreement referred or withdraw the tender, it will be considered as a just cause for the annulment of the award of contract and the earnest money furnished shall be forfeited, not as a penalty the tenderer will also be liable for payment of liquidated damage sustained as a result of such failure.

10.5 The written agreement to be entered into, between the tenderer and the Collector/ Chairman, District Rural Development Agency shall be the foundation of rights of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the successful tenderer and then by the appropriate officer authorized to enter into contract.

#### **11. QUANTITY:**

The tentative requirement of steel doors, windows and ventilators is indicated in Annexure III.

#### **12. GENERAL:**

The tenderers while sending the tenders should enclose a copy of the conditions stipulated duly signed by them in token of accepting the tender conditions that they have understood and accepted them fully. Tenders received without the signed conditions shall be rejected summarily.

Collector & Chairman,  
District Rural Development Agency,  
District.

#### **ANNEXURE I SPECIFICATIONS**

SI.No	Specification	Size in metres	Type	Approximate weight in Kgs
1 a)	Doors for Group House, Panchayat Office, MPCS building, Noon Meal Centre, Kitchen shed, T.V. Room.	0.90 x 2.00	Single Leaf	47-51
b)	Doors for MPCS building, Panchayat Office.	0.75 x 2.00	Single Leaf	43-46
2	Doors for primary / Middle School building, PDS, MPCS building	1.10 x 2.00	Double Leaves (Outer Opening)	63-66
3	Doors for Group House, latrine and CRSP latrines.	0.75 x 1.80	Single Leaf	21-23
4	Windows for Primary Middle School building, Panchayat Office, MPCS building, Noon Meal Centre, PDS.	0.90 x 1.20	Double Leaves (Outer Opening)	46-49
5	Sliding windows for TV Room	Size 0.90 x 0.75 opening with shutter width & height of 0.925 x 0.875.	Single Leaf Sliding type.	32-35
6	Counter windows for PDS outlets.	0.45 x 0.60	Single Leaf	10-12
7 a)	Steel Glazed ventilators for Noon Meal Centre / Kitchen Shed	0.90 x 0.45	N-Type	14-16
b)	Steel Glazed Ventilators for Panchayat Office building	0.60 x 0.45	N-Type	11-13
c)	Steel Glazed ventilators for PDS outlet	0.90 x 0.60	N-Type	16-18

Collector and Chairman,  
DRDA,

No of corrections:  
No of over writings:

## ANNEXURE II

### SPECIFICATIONS FOR FITTINGS

#### 1.FOR STEEL DOORS WITH M.S SHEET SHUTTER SINGLE LEAF AND DOUBLE LEAF

- Hold fasts - Made of 25x25x5mm equal M.S.L. angle of 150mm length split at ends for 50mm length.
- Aldrops - Made of 16mm dia MS round rod with guide fittings 200mm length.
- Tower bolts - Made of 12mm dia MS round rod with guide fittings 200mm length at top.
- Made of 12mm dia MS round rod with guide fittings 150mm length at center.
- Wind appliance - Made of 25mm x5mm M.S flat to suit the diameter and position of tower of bolt.
- Handles - Made of 12mm x 5mm M.S flat of 150mm height .
- Hinges - 125 mm height butt Hinges.

#### 2.FOR STEEL DOORS WITH G.I (ZINC) SHEET SHUTTER

- Pivot hinges - Suitable kondis so that the shutters are fixed flush with the wall.
- Aldrop - 12mm dia MS round rod with guide fittings 200mm length.
- Tower bolts - Made of 12mm dia MS round rod with guide fittings 150mm length at the center.
- Handles - 12mm x 5mm flat of 150mm height.

#### 3.FOR STEEL WINDOWS WITH MS STEEL SHUTTER (2 LEAVES)

- Hold fasts - 25x25x5mm equal MS L angle of 150mm length split at ends for 50mm length.
- Locking handle - 20x5mm M.S. flat made to required shape.
- Wind appliance - Peg stays made of 20x5mm M.S flat with holes for keeping the window open in different positions.
- Hinges - 100mm height butt hinges.

No of corrections:  
No of over writings:

### ANNEXURE III

#### Block wise Quantity required with specifications

Sl.No	Description of work	Approximate Qty	TNBP No.
1	Fabrication and supply of MILD STEEL DOORS of the following sizes with Single Leaf outer frame made of 35x35x5 mm equal M.S L angle and shutter frame made of 25 x25 x5mm equal M.S. L angle for horizontal and vertical members and the shutter frame strengthened by stiffeners of 2 Nos. Horizontal and 3 Nos. diagonal using MS flat of size 20x5mm fully covered with 18 gauge plain M.S full sheet welded with shutter frame neatly and also fixing by welding 6 Nos. of holdfasts, 1 No. of wind appliance, 2 Nos. of tower bolts,1 No of aldrop,2 Nos of handles, fixing the shutter with 6 Nos. of hinges with outer frame of the door including painting the whole unit with one coat of best quality of red oxide primer.		
	a) Size 0.90 x 2.00m (approximate weight in kg 47-51) - <b>370</b> <b>Veppanthattai - 585</b> <b>Alathur - 585</b> <b>Veppur - 583</b> <hr style="width: 10%; margin: 5px auto;"/> <b>Total 2113 Nos.</b> <hr style="width: 10%; margin: 5px auto;"/>	Special	1 No
-	b) Size 0.75 x 2.00m (approximate weight in kg 43-46)	Special	1 No
2	Fabrication and supply of MILD STEEL DOORS of the following Size with Double Leaf outer frame made of 35x35x5 mm equal M.S.L angle and shutter frame made of 25x25x5mm equal M.S L angle for Horizontal and Vertical members and the shutter frame strengthened by stiffeners of 2 Nos horizontal, 3 Nos. diagonal for each shutter using MS flat of size 20x5mm fully covered with 18 gauge plain M.S full sheet welded with shutter frame neatly and also fixing by welding 6 Nos. of hold fasts, 2 Nos. of wind appliances, 3 Nos. of tower bolts,1 No aldrop, 3 Nos. of handles fixing the shutter with 6 Nos. of hinges with outer frame of the door including painting the whole unit with one coat of best quality of red oxide primer .		

SI.No	Description of work	Approximate Qty	TNBP No.
	Size 1.10 x 2.00 m (approximate weight in kg 63-66)  - 12 <b>Veppanthattai - 4</b> <b>Alathur - 8</b> ----- <b>Total 24 Nos.</b> -----	Special	1 No

SI.No	Description of work	Approximate Qty	TNBP No.
3	Fabrication and supply of MILD STEEL DOORS without outer frame of the following size with Single Leaf shutter frame made of 25x25x5 mm equal M.S. L angle for Horizontal and Vertical members and the shutter frame strengthened by stiffeners of 2 Nos. Horizontal 3 Nos. Diagonal using M.S flat of 20x5mm fully covered with 22 gauge plain G.I (Zinc) full sheet welded with shutter frame neatly and also fixing by welding 3 Nos. of pivot hinges (Kondis), 1 Nos. of aldrop, 1 No of tower bolt, 2Nos of handles including painting the whole unit with one coat of best quality of red oxide primer.		
	Size 0.75 x 1.80 m <b>(approximate weight in kg 21-23)</b>  - 370 <b>Veppanthattai - 585</b> <b>Alathur - 585</b> <b>Veppur - 583</b> ----- <b>Total 2113 Nos.</b> -----	Special	1 No
4	Fabrication and supply of MILD STEEL WINDOW of of the following size with Double Leaves outer frame made of 35x35x5 mm equal M.S.L angle, mullion section made of <b>30x30x3mm</b> equal T section, Shutter Frame made of 25 x 25 x 5mm equal M.S.L angle for Horizontal and Vertical members and the shutter frame strengthened by stiffeners of 1 No. Horizontal for each shutter using M.S. Flat of size 20 x5mm fully covered with 18 gauge plain M.S full sheet welded with shutter frame neatly and also fixing by welding protective grill with 12mm square M.S rods at an interval of not greater than 10cm center to center to the outer frame, 4 Nos. of hold fasts, 2 Nos. of peg stays with holes for keeping the windows open in different positions, 2 Nos. of locking handles, fixing the shutter with 4 Nos. of hinges with outer frame of the window including painting the whole unit with one coat of best quality of red oxide primer.		

Sl.No	Description of work	Approximate Qty	TNBP No.
	a) Size 0.90 x 1.20 m <b>(approximate weight in kg 46-49)</b> - 64 <b>Veppanthattai - 410</b> <b>Alathur - 40</b> ----- <b>Total 514 Nos.</b> -----	Special	1 No
5	Fabrication and supply of SLIDING TYPE MILD STEEL WINDOW of the following size top and bottom rails made of <b>41x32x5mm</b> M.S. channel section, sliding shutter frame made of 25x25x5mm equal M.S. L angle for horizontal and vertical members and the shutter frame strengthened by stiffeners of 1 No. Vertical Using M.S flat of size 20x5mm fully covered with 18 gauge plain M.S full sheet welded with shutter frame neatly and also fixing the top and bottom sliding channel with hold fasts, 4 Nos at top and 4 Nos at bottom, 2 Nos. of tower bolts, roller bearings 2 Nos at top and 2 Nos at bottom for sliding, 2 Nos handles, locking arrangements from inside including painting the whole unit with one coat of best quality of red oxide primer. (Payment will be made only to the size of the shutter).		
-	Size 0.90 x 0.75 m opening with shutter width and height of 0.925 x 0.875m. <b>(approximate weight in kg 32-35)</b>	Special	1 No
6	Fabrication and supply of SALES COUNTER TYPE MILD STEEL WINDOW of the following size with single leaf outer frame made of 25x25x5mm equal M.S. L angle and shutter frame made of <b>20 x 20 x 4mm</b> equal M.S. L angle for horizontal and vertical members fully covered with 18 gauge plain M.S full sheet welded with shutter frame neatly and also fixing by welding protective grill with 12mm square MS rod at an interval of not greater than 10cm center to center to the outer frame leaving a 20x20cm square counter opening at the center of bottom portion, 2 Nos. of hold fasts , 1 No. of peg stay for keeping the window open in different positions, 1 No. of locking handle ,fixing the shutter with 2 Nos of hinges with outer frame of window including painting the whole unit with one coat of best quality of red oxide primer.		
-	Size 0.45 x 0.60 m <b>(approximate weight in kg 10-12)</b>	Special	1 No

Sl.No	Description of work	Approximate Qty	TNBP No.
7	Fabrication and supply of 'N' TYPE MILD STEEL GLAZED VENTILATORS (in two parts) of the following size outer frame made of 25x25x5mm equal M.S.L angle with intermediate rails using <b>25 x25 x 3mm</b> M.S.T section for panels with 3mm thick pin headed glass with teak wood beading and glass putty and also fixing by welding protective grill with 12mm square MS rod at an interval of not greater than 10cm center to center to the outer frame and 4 Nos. of hold fasts connecting the 2 parts at 75mm clear and with 45 degree inclination with 25x25mm 10 G weld mesh and wire mesh including painting the whole unit with one coat of best quality of red oxide primer. (Payment will be made only to the size of the opening of the ventilators).		
-	a) Size 0.90 x 0.45 m <b>(approximate weight in kg 14-16)</b>	Special	
-	b) Size 0.60 x 0.45 m <b>(approximate weight in kg 11-13)</b>	Special	
.	c) Size 0.90 x 0.60 m <b>(approximate weight in kg 16-18)</b>  <b>Veppanthattai - 4</b> <b>Alathur - 1</b> ----- <b>Total 5 Nos.</b> -----	Special	

**FORM OF CONTRACT / AGREEMENT  
(TO BE EXECUTED BY THE FIRM FOR THE SUPPLY OF STEEL DOORS, WINDOWS  
AND VENTILATORS)  
CONTRACT FORM**

**THIS AGREEMENT** made this -----day of-----, 20---- Between The Governor of Tamil Nadu\* (hereinafter called the Governor which expression shall wherever the context so admits include his successor in office and assigns) represented by the Collector and Chairman, District Rural Development Agency , (hereinafter called "the Purchaser") of the one part and -----  
-----(*Name of Supplier*) (hereinafter called "the Supplier" which expression shall wherever the context so admits include his heirs, executors, administrators and legal representatives )) of the other part :

WHEREAS the Purchaser is desirous of purchasing steel doors, windows and ventilators under rate contract to be kept firm up to 31.03.2010 as per the specifications, details and the conditions of contract indicated in the Annexure are to be procured and has accepted a tender by the Supplier for the supply of those goods including incidental and ancillary services at the rates indicated in the Annexure (hereinafter called "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) Tender Form and the Price Schedule submitted by the Tenderer;
  - (b) Schedule of Requirements;
  - (c) Technical Specifications;
  - (d) Conditions of Contract;
  - (e) Special Conditions of Contract; and
  - (f) 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 amount 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.



Further;

1. that the said supplier will perform the aforesaid work subject to the conditions contained in these presents and these documents deemed to be part of this contract and instructions as may be given from time to time by the purchaser. And that the said supplier shall be deemed to have carefully examined the specifications and conditions of contract, appendices, schedules, drawings etc. and also to have satisfied himself as to the nature and character of the work to be executed.
2. that the said supplier shall carry out and complete the execution of the work to the entire satisfaction of the purchaser within the agreed time schedule.
3. that whenever under this contract or otherwise any sum of money shall be recoverable from or payable by the supplier the same may be deducted from the bills due to the supplier.
4. that all charges on account of octroi , terminal and sales tax or other taxes or duties payable on the materials procured for and services rendered for the work shall be borne by the supplier.
5. that it is agreed between the parties that the non exercise of the powers conferred on the authorities by the purchaser will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the said supplier either of the past or future compensation shall remain unaffected.

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

Signed, Sealed and Delivered by the

said ..... (For the Purchaser)

For and on behalf of the Governor of Tamil Nadu

Signed, Sealed and Delivered by the

said..... (For the Supplier)

in the presence of:.....

Witness 1 – Name and Address

Witness 2 – Name and Address

## CONDITIONS OF CONTRACT

- 1) This document on having been signed by both the parties shall constitute a binding contract between the parties and shall remain in force until performance by the supplier is complete and discharged by the Purchaser as such.
- 2) The supplier agrees to supply the steel doors, windows and ventilators detailed in the annexure after verification as prescribed by the purchaser at all inclusive price as indicated in the Annexure on or before the specified date. The price offered is firm and is not subject to variation or revision on any grounds.
- 3) The price of the steel doors/ windows and ventilators detailed at annexure includes excise duty, VAT / Sales tax, surcharges, Freight, Octroi, Insurance, and such other levies that may be applicable.
- 4) The goods or materials to be supplied under this contract are to be of the quality and of the specification mentioned in the purchase orders at the annexure.
- 5) The goods or materials are to be delivered at the places to be mentioned by the purchaser without any extra cost and in such quality and number contained in the purchase orders to be placed by the Purchaser. Any amendments to the orders in terms of improved quality or delivery period etc., may be incorporated on a mutually agreed basis.
- 7) If the supply of the goods is not effected within 60 days from the date of the purchase order, the purchaser shall have the full authority to cancel the order and to take any such action deem fit.
- 8) In case of failure by the supplier to deliver goods or materials demanded from them within the period specified for delivery or in case of goods or materials delivered by them, not being of the stipulated quality and specification or in case of goods or materials being delivered without a correct invoice in duplicate, the Purchaser and or his authorised representative shall have power to reject any such goods or materials and to purchase the same from other sources and any excess of cost to be incurred by the purchaser over the contract price together with all charges and expenses incidental on purchase shall be recoverable by the purchaser from the supplier.
- 9) Liquidated damages will be levied at the rate of 1% per week on the total contract price if the delivery has not been completed in full within the stipulated period subject to force majeure condition that will be deemed fit in that circumstance.
- 10) Neither the Purchaser nor the Supplier shall be liable to the other for any delay or failure in performances of their respective obligations due to causes/contingencies beyond their reasonable controls such as:
  - a. Natural phenomenon including but not limited to earthquakes floods and epidemics.

- b. Acts of any government authorities domestic or foreign including but not limited to war declared or undeclared, priorities and guarantee restrictions.
- c. Accidents or disruptions including but not limited to explosion, break down of essential machinery or equipment, power and water shortage.

11) Unless otherwise provided in the agreement any notice, request, consent or other communication given or required to be given hereunder shall be given by mail the same by registered mail, postage prepaid return receipt requested in the case of the supplier to the purchaser at their respective addresses set forth above or with other addresses and to the attention of such other persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which it was sent.

Any notice to the supplier shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place board of business.

## **12. DELIVERY SCHEDULE:**

The details of the quantity to be supplied to each location and the time schedule will be intimated separately to the successful tenderer by the Project Officer, DRDA /Block Development Officers of the District. The quantity specified for each location should be supplied within 60 days from the dates ordered, failing which it will be construed that there is delay in supply and necessary penalties may be imposed on the supplier.

The steel doors/ windows and ventilators are to be supplied to various block headquarters in ( District). The price quoted should be inclusive of Sales Tax or any other statutory duty, loading at the source, transportation, unloading and delivery at the various block headquarters and such other destinations as may be instructed by Project Officer, DRDA / Block Development Officer including handling charges at both ends.

Conditions such as strike, lock out, power cut, non availability of railway wagons or other mode of conveyance etc., will not be accepted as valid reasons for delay in supply of the goods intended.

The specific attention of tenderers are invited and they are to note that the quantities furnished are tentative and actual requirement is subject to variation on final assessment as per purchase order to be issued.

## **13. SPECIFICATIONS AND QUALITY:**

The materials incorporated in the articles shall comply with the specifications and standards in the following codes and as amended from time to time.

1. IS: 26-1969: and as amended Specification for structural steel
2. IS: 1148-1964: and as amended Specification for rivet bars for structural purposes

3. IS: 1929-1961 : Specification for rivet for general purposes
4. IS: 800-1962 : Code of practice for use of structural steel  
in general building Construction
5. IS:1367-1961 : Technical supply conditions for threaded fasteners.

#### **14. INSPECTION AND REJECTION**

**14.1 Facilities for test and examination:** The supplier shall, at his own expenses, afford to the Purchaser or his authorized representatives all reasonable facilities and such accommodation as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the specifications. The Inspecting Officer shall have full and free access at any time during the execution of the contract to the supplier's works for the purpose aforesaid, and he may require the supplier to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other place specified. However, such inspection shall not preclude the purchaser/inspection authority from re-inspection of the goods after they have been inspected for the purpose aforesaid. The decision of the purchaser/inspection authority in this regard shall be final and binding on the supplier. All terms and conditions of the contract as they apply to the inspection shall also apply for re-inspection.

**14.2. Cost of test:** The supplier shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspector may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the contractor's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with conditions aforesaid, the Inspector shall, in his sole judgment, be entitled to remove for test and examination all or any of the stores manufactured by the supplier to any premises other than his (supplier's) and in all such cases the supplier shall bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspecting Officer, that the supplier has failed to provide the facilities and the means for test and examination, shall be final.

**14.3. Delivery of Stores for Test:** The supplier shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspecting Officer may specify such material or stores as he may require for tests for which supplier does not have the facilities or for special/independent tests.

**14.4. Liability for costs of special or independent tests:** In the event of rejection of stores or any part thereof by the Inspecting Officer in consequence of the sample thereof, which is removed to the laboratory or other place of test, being found on test to be not in conformity with the contract/or in the event of the failure of the supplier for any reason to deliver the stores passed on test within the stipulated period, the supplier shall, on demand, pay to the purchaser all costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

**14.5. Method of testing:** The Inspecting Officer shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

**14.6. Stores expended in test:** Unless other wise provided for in the contract if the special or independent test proves satisfactory and the stores or any instalment thereof is accepted, the quantity of the stores or materials expended in test will be deemed to have been taken delivery of by the purchaser and be paid for as such.

**14.7. The Inspecting Officer shall have the power:-**

- (i) before any stores or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
- (ii) to reject any stores submitted as not being in accordance with particulars.
- (iii) to reject the whole of the instalment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
- (iv) to mark the rejected stores with a rejection mark so that they may be easily identified if re-submitted.

**14.8. Consequence of rejection:** If on the stores being rejected by the Inspecting Officer or consignee at the destination, the Supplier fails to make satisfactory supplies within the stipulated period of delivery the Purchaser shall be at liberty to :-

- (i) require the supplier to replace the rejected stores forthwith but in any event not later than a period of 15 days from the date of rejection and the Supplier shall bear all cost of such replacement, including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account.

- (ii) purchase or authorize the purchase of quantity of the stores rejected or stores of a similar description when stores exactly complying with specifications are not in the opinion of the Purchaser, which shall be final, readily available without notice to the Supplier at his risk and cost and without affecting the supplier's liability as regards the supply of any further instalment due under the contract, or
- (iii) cancel the contract and purchase or authorise the purchase of the stores or stores of a similar description at the risk and cost of the Supplier.

**14.9. Inspecting Officer's decision as to rejection is final:** Inspecting Officer's decision as regards the rejection shall be final and binding.

**14.10. Notification of result of Inspection:** Unless otherwise provided in the specification of schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the supplier.

**14.11. Marking of stores:** The supplier shall if so required at his own expense mark or permit the Inspecting Officer to mark all the approved stores with a recognized Government or purchaser's mark. The stores which cannot be so marked shall, if so required by the Inspecting Officer, shall be sealed and marked with such mark.

14.12. (a) On rejection of all stores submitted for inspection at a place other than the premises of the supplier, such stores shall be removed by the supplier at his own cost, within 15 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the supplier at the address mentioned in the schedule, it will be deemed to have been served on him at the time when such communication would in the course of ordinary post reach the contractor.

(b) All rejected stores shall in any event and circumstances remain and always be at the risk of the supplier immediately on such rejection.

**14.13: Risk in the stores:** The supplier shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the supplier, his agents or servants or a carrier, or in the joint possession of the supplier, his agents or servants and the purchaser, his agents or servants, shall remain in every respect at the risk of the supplier until their

actual delivery to the consignee at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the Schedule as interim consignee for the purpose of despatch to the consignee. The supplier shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores after approval by the Inspector are awaiting despatch or delivery or are in the course of transit from the supplier to the consignee or, as the case may be, interim consignee. The supplier shall alone be entitled and responsible to make claims against a railway administration or other carrier in respect of non-delivery, short delivery, misdelivery, loss, destruction damage or deterioration of the goods entrusted to such carrier by the supplier for transmission to the consignee or the interim consignee as the case may be.

#### **15. WARRANTY:**

15.1 The Supplier warrants that all Goods supplied under this Contract shall have no defect arising from design, specifications materials or workmanship or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the site of installation. The low performance against the guaranteed performance will be also treated as a defect vesting the right with the purchaser to a replacement at no extra cost to the purchaser that will ensure the guaranteed performance.

15.2 The defects liability period shall be 2 months from date of acceptance of Goods. The Supplier shall, in addition, comply with the performance guarantees specified under the contract. If for reasons attributable to the Supplier, this guarantee is not attained in whole or in part, the Supplier shall at his discretion either:

(a) Make such changes, modifications, and/or additions to the Goods or any part thereof or replace the entire equipment as may be necessary in order to attain the contractual guarantees specified in the Contract at his own cost and expense and to carry out further performance tests in accordance with Conditions of Contract;

OR

(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantee. The rate of these liquidated damages shall be 5% of contract value.

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier, within the period of 15 days repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified above, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract after issue of notice by the purchaser on risk and costs to the supplier.

**16. PAYMENT TERMS:**

16.1. Payment for the supply shall be made as follows:

(i) No Advance Payment shall be made by the Purchaser

(ii) On Delivery: The contract price shall be paid on receipt of Goods and upon submission of the documents in support of the quality and conformance of the specifications after verification and certification by the Engineer of the blocks concerned.

16.2. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed and supporting documents and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the Purchaser but in no case not later than sixty (60) days after submission of the invoice or claim by the Supplier.

**17. RECOVERIES FROM THE SUPPLIER:**

Any amount due or become due from the Supplier which he has failed to remit after notice from the Purchaser shall be caused to be recovered under the provisions of the Tamil Nadu Revenue Recovery Act as if it was an arrear of land revenue.



## SCHEDULE A

### RATE FOR SUPPLY OF DOORS, WINDOWS AND VENTILATORS

Sl. No	Approximate Qty	Description of work	TNBP No	Unit	Rate		Total Cost	
					In figure	In words	In figure	In words
1		Fabrication and supply of MILD STEEL DOORS of the following sizes with Single Leaf outer frame made of 35x35x5 mm equal M.S L angle and shutter frame made of 25 x25 x5mm equal M.S. L angle for horizontal and vertical members and the shutter frame strengthened by stiffeners of 2 Nos. Horizontal and 3 Nos. diagonal using MS flat of size 20x5mm fully covered with 18 gauge plain M.S full sheet welded with shutter frame neatly and also fixing by welding 6 Nos. of holdfasts, 1 No. of wind appliance, 2 Nos. of tower bolts, 1 No of aldrop, 2 Nos of handles, fixing the shutter with 6 Nos. of hinges with outer frame of the door including painting the whole unit with one coat of best quality of red oxide primer.						
	2113 Nos.	a) Size 0.90 x 2.00m (approximate weight in kg 47-51)	Special	1 No				
	-	b) Size 0.75 x 2.00m (approximate weight in kg 43-46)	Special	1 No				
2		Fabrication and supply of MILD STEEL DOORS of the following Size with Double Leaf outer frame made of 35x35x5 mm equal M.S.L angle and shutter frame made of 25x25x5mm equal M.S L angle for Horizontal and Vertical members and the shutter frame strengthened by stiffeners of 2 Nos horizontal, 3 Nos. diagonal for each shutter using MS flat of size 20x5mm fully covered with 18 gauge plain M.S full sheet welded with shutter frame neatly and also fixing by welding 6 Nos. of hold fasts, 2 Nos. of wind appliances, 3 Nos. of tower bolts, 1 No aldrop, 3 Nos. of handles fixing the shutter with 6 Nos. of hinges with outer frame of the door including painting the whole unit with one coat of best quality of red oxide primer .						
	24 Nos.	Size 1.10 x 2.00 m (approximate weight in kg 63-66)	Special	1 No				

No of corrections:

No of over writings:

Sl. No	Approximate Qty	Description of work	TNBP No	Unit	Rate		Total Cost	
					In figure	In words	In figure	In words
3		Fabrication and supply of MILD STEEL DOORS without outer frame of the following size with Single Leaf shutter frame made of 25x25x5 mm equal M.S. L angle for Horizontal and Vertical members and the shutter frame strengthened by stiffeners of 2 Nos. Horizontal 3 Nos. Diagonal using M.S flat of 20x5mm fully covered with 22 gauge plain G.I (Zinc) full sheet welded with shutter frame neatly and also fixing by welding 3 Nos. of pivot hinges (Kondis), 1 Nos. of aldrop, 1 No of tower bolt, 2 Nos of handles including painting the whole unit with one coat of best quality of red oxide primer.						
	2113 Nos.	Size 0.75 x 1.80 m <b>(approximate weight in kg 21-23)</b>	Special	1 No				
4		Fabrication and supply of MILD STEEL WINDOW of of the following size with Double Leaves outer frame made of 35x35x5 mm equal M.S.L angle, mullion section made of <b>30x30x3mm</b> equal T section, Shutter Frame made of 25 x 25 x 5mm equal M.S.L angle for Horizontal and Vertical members and the shutter frame strengthened by stiffeners of 1 No. Horizontal for each shutter using M.S. Flat of size 20 x5mm fully covered with 18 gauge plain M.S full sheet welded with shutter frame neatly and also fixing by welding protective grill with 12mm square M.S rods at an interval of not greater than 10cm center to center to the outer frame, 4 Nos. of hold fasts, 2 Nos. of peg stays with holes for keeping the windows open in different positions, 2 Nos. of locking handles, fixing the shutter with 4 Nos. of hinges with outer frame of the window including painting the whole unit with one coat of best quality of red oxide primer.						
	514 Nosl	a) Size 0.90 x 1.20 m <b>(approximate weight in kg 46-49)</b>	Special	1 No				

Sl. No	Approximate Qty	Description of work	TNBP No	Unit	Rate		Total Cost	
					In figure	In words	In figure	In words
5		Fabrication and supply of SLIDING TYPE MILD STEEL WINDOW of the following size top and bottom rails made of <b>41x32x5mm</b> M.S. channel section, sliding shutter frame made of 25x25x5mm equal M.S. L angle for horizontal and vertical members and the shutter frame strengthened by stiffeners of 1 No. Vertical Using M.S flat of size 20x5mm fully covered with 18 gauge plain M.S full sheet welded with shutter frame neatly and also fixing the top and bottom sliding channel with hold fasts, 4 Nos at top and 4 Nos at bottom, 2 Nos. of tower bolts, roller bearings 2 Nos at top and 2 Nos at bottom for sliding, 2 Nos handles, locking arrangements from inside including painting the whole unit with one coat of best quality of red oxide primer. (Payment will be made only to the size of the shutter).						
	-	Size 0.90 x 0.75 m opening with shutter width and height of 0.925 x 0.875m. <b>(approximate weight in kg 32-35)</b>	Special	1 No				
6		Fabrication and supply of SALES COUNTER TYPE MILD STEEL WINDOW of the following size with single leaf outer frame made of 25x25x5mm equal M.S. L angle and shutter frame made of <b>20 x 20 x 4mm</b> equal M.S. L angle for horizontal and vertical members fully covered with 18 gauge plain M.S full sheet welded with shutter frame neatly and also fixing by welding protective grill with 12mm square MS rod at an interval of not greater than 10cm center to center to the outer frame leaving a 20x20cm square counter opening at the center of bottom portion, 2 Nos. of hold fats , 1 No. of peg stay for keeping the window open in different positions, 1 No. of locking handle ,fixing the shutter with 2 Nos of hinges with outer frame of window including painting the whole unit with one coat of best quality of red oxide primer.						
	-	Size 0.45 x 0.60 m <b>(approximate weight in kg 10-12)</b>	Special	1 No				

Sl. No	Approximate Qty	Description of work	TNBP No	Unit	Rate		Total Cost	
					In figure	In words	In figure	In words
7		Fabrication and supply of 'N' TYPE MILD STEEL GLAZED VENTILATORS (in two parts) of the following size outer frame made of 25x25x5mm equal M.S.L angle with intermediate rails using <b>25 x25 x 3mm</b> M.S.T section for panels with 3mm thick pin headed glass with teak wood beading and glass putty and also fixing by welding protective grill with 12mm square MS rod at an interval of not greater than 10cm center to center to the outer frame and 4 Nos. of hold fasts connecting the 2 parts at 75mm clear and with 45 degree inclination with 25x25mm 10 G weld mesh and wire mesh including painting the whole unit with one coat of best quality of red oxide primer. (Payment will be made only to the size of the opening of the ventilators).						
		a) Size 0.90 x 0.45 m <b>(approximate weight in kg 14-16)</b>	Special					
		b) Size 0.60 x 0.45 m <b>(approximate weight in kg 11-13)</b>	Special					
	5 Nos.	c) Size 0.90 x 0.60 m <b>(approximate weight in kg 16-18)</b>	Special					

Collector & Chairman,  
DRDA, District

No of corrections:  
No of over writings: