



**TENDER FOR TRANSPORTATION OF RAW SALT FROM THE PAN AREA TO
FS UNIT FOR THE YEAR 2020-2021**

TENDER NUMBER : 12/FS/2020
ADVERTISED ON : 05.01.2020
**LAST DATE FOR SUBMISSION OF
TENDER TO THE FOLLOWING ADDRESS** : By 11.00 A.M. on 18.02.2020
OPENING OF TENDER : At 11.30 A.M. on 18.02.2020
VENUE OF OPENING TENDER : At the following Office

**TAMIL NADU SALT CORPORATION LIMITED
(A GOVERNMENT OF TAMIL NADU ENTERPRISE)
LLA BUILDING 4th Floor, 735, ANNA SALAI,
CHENNAI – 600 002.
AN ISO 9001:2015 COMPANY
Phone : 044-28418344/28517088
e-mail: mmktg@tnsalt.com**

Website : www.tnsalt.com

DETAILS OF THE TENDERER

NAME:

ADDRESS:

CONTACT NO.

CONTENTS OF TENDER DOCUMENT

PART 'A' – Technical Bid

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PART 'B' – PRICE BID

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SECTION – I
SCHEDULE OF TENDER

TENDER DOCUMENT NO.12/FS/2020

1. Name of the Chemical : Transportation of raw salt including loading and unloading by Tipper Lorries from the Pan area to FS unit inside office premises at Mariyur Valinokkam salt Complex, Valinokkam, Ramnad District (About 4 KMs lead) for the for the year 2020-2021.
2. Last date & time for receipt of sealed Tender : By 11.00 A.M. on 18.02.2020

Tender document should be sent through RPAD/Speed Post/Courier only.

3. Date & time for opening of Technical Bid : At 11.00 A.M. on 18.02.2020
4. Date of opening of Commercial Bid : At 11.30 A.M. on 18.02.2020

If the last date for receiving and opening the tender happens to be declared holiday then the tender will be received and opened on the next working day.

5. Earnest Money Deposit : **Rs.50,000/-**
6. Tender outer cover should be Addressed to : The Managing Director .
Tamil Nadu Salt Corporation Limited,
4th Floor, LLA Building, 735,Anna Salai,
Chennai – 600 002.
7. Submission of Tender : Two Part system
8. Clarification to be sought for from: "with a copy addressed to the Other". : The General Manager I/c.,
Tamil Nadu Salt Corporation Limited,
4th Floor, LLA Building, 735,Anna Salai,
Chennai – 600 002.
Phone No: 044-28522708
(or)
The Project Manager,
Mariyur Valinokkam Salt Complex,
Valinokkam (via)
Ramnad District
Pin Code – 623 528
Phone No.04576 262224 or 262227

Tender No.13/FS/2020

9. Place at which tenders will be opened at : Tamil Nadu Salt Corporation Limited,
4th Floor, LLA Building,
735, Anna Salai,
Chennai – 600 002.
10. Cost of Tender Document (Non-Refundable) : Rs. 600/-

NOTE:

1. The tender documents shall be supplied to the intending tenderer after collecting the payment prescribed by the competent authority.
2. The tender documents can also be downloaded from Tamil Nadu Salt Corporation Limited; website (www.tnsalt.com) at free of cost.
3. The Demand Draft/Bankers cheque towards the cost of tender document shall be drawn in favour of Tamil Nadu Salt Corporation Limited payable at Chennai

SECTION – II
PROFILE OF THE BIDDING TENDERER

This should be submitted in a separate sealed cover along with other documents, superscribing as ‘PART A – TECHNICAL BID’ on the top of the envelope.

1. Name and address of the tenderer :
 - a. Phone No. :
 - b. Mobile No. :
 - c. E-mail :
 - d. Name of the Officer/person to be contacted :

- 2 Whether you are a individual contractor or if a Proprietary/Partnership Firm, Necessary notarized Certificate Deed/Agreement should be furnished :

- 3 Do you have previous experience in loading, transportation of salt/food grains packed in bags. If so, latest documentary evidence in handling this type of work with list of parties for whom you have handled such kind of work should be furnished along with your performance Certificate :

- 4 Whether you have furnished EMD of Rs.50,000/- as prescribed. If so furnish the details :

- 5 Whether you have earlier received any order from TNSC Ltd. for such type of work. :

- 6 Whether you have undertaken such work for any other Govt. Department or Govt. Companies. If so furnish details.

- 7 Whether you are possessing minimum 2 tipper lorries in your own or lease (Xerox copies of RC Book to prove ownership or lease for 2 lorries) shall be produced. In case of lease Xerox copy of registered Lease Deed shall be produced (specify clearly the No. of lorries possessed).
- 8 Whether you are financially sound to execute the order for a value of Rs.50 lakhs. If so to produce documentary Evidence like Nank guaranty, solvency Certificate.
- 9 G.S.T. and State Sales Tax Registration or TIN No. or PAN No.
- 10 Whether you are agreeable to abide by all the terms and conditions as prescribed in our tender conditions.

STATION :

DATE :

SECTION - III

**PRE-REQUISITE QUALIFICATIONS TO CONSIDER THE
TECHNICAL BID:**

1. The tenderer should furnish the details of remittance of EMD (EMD fixed at 1% of the tender value) or exemption from the remittance of EMD as prescribed for the tender.
2. The tenderer should have minimum one year experience in the loading and transportation work through dipper lorries/tractors.
3. Should possess minimum 2 tipper lorries with 10 tonnes capacity in your own or lease (Xerox copies of RC Book to prove ownership or lease for 2 lorries) shall be produced. In case of lease Xerox copy of registered Lease Deed shall be produced. (Specify clearly the No. of lorries possessed).
5. For ensuring financial soundness for executing the order, the tenderer should produce audited statement of accounts/balance sheet of their firm/the contractor for last three financial years
6. Attested copy of the PAN to be enclosed.
7. Tenderer should submit copies of the last two years income tax return filed.

SECTION-IV

DECLARATION BY THE TENDERER

I/We.....have gone through the terms and conditions and will abide by them as laid down in the Tender document (Tender containing Technical bid, Price Bid all relevant annexure enclosed)

I/We.....hereby confirm that our firm/company has/have not been blacklisted by any State Government/Central Government.

I/We hereby assure and confirm that the entire contracted quantity of salt will be transported by my or our own lorries or leased lorries without any hindrance and the shortfall during the contract period.

I/We.....hereby declare that the particulars furnished by us in this offer are true to the best of my/our knowledge and we understand and accept that, if at any stage the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also liable for any penal action that may due to the above.

I/we.....hereby declared that I am/are we are not Government servant(s) of any State or Central Government or Department/Public Sector Undertaking (s) and I/We hereby accept that if at any stage if it is found that this information is incorrect or false. I/We am/are liable for disqualification from this tender and also liable for any penal action that may arise due for the above.

Date:

Signature

Place:

Name

Designation

Seal of the tenderer

SECTION-V

EARNEST MONEY DEPOSIT (EMD)

PAYMENT/EXEMPTION OF EMD:

1. Tenderer should pay the amount specified as below towards Earnest Money Deposit.
Earnest Money Deposit : **Rs.50,000/-** (Rupees fifty thousand only)
2. The EMD will not carry any interest:
3. The following should be enclosed along with the Tender offer inside the outer cover or along with Part- A Technical Bid
 - (i) Demand Draft/bankers Cheque in favour of Tamil Nadu Salt Corporation Limited payable at Chennai or the proof of exemption of EMD and an undertaking in lieu of EMD.
 - (ii) If on opening the outer Cover and Part 'A', if it is found that the Demand Draft/Bankers Cheque or proof of exemption has not been enclosed along with the tender and then their offer will be **SUMMARILY REJECTED** without opening the "Part B Price Bid".
 - (iii) The Earnest Money Deposit of the successful tenderer will be retained by the Corporation. The Earnest Money Deposit will not carry any interest and will be adjusted against the Security Deposit payable by the successful tenderer.
 - (iv) **Bank Guarantee or equivalent fixed deposit will not be accepted in lieu of Demand Draft/Bankers cheque/Pay order for EMD**

EXEMPTION:

4. The Small Scale Industrial Units located within the State and Registered with the Tamil Nadu Small Industries Development Corporation or the National Small Industries Development Corporation or the National Small Industries Corporation or Holding Permanent Registration certificate from the **District Industries centers** of Directorate of Industries and Commerce in respect of those items for which the Registration Certificate has been obtained, Department of the Government of Tamil Nadu and Undertakings and Corporations owned by the Government of Tamil Nadu, Labour Contract Co-operative Societies, Tiny Industries classified under SSI registered with the State of Tamil Nadu and Registration Certificate issued by Department of Industries and Commerce/Government of Tamil Nadu, Small Scale Industrial Units located outside the State and such of these units registered with National small Industries Corporation in respect of the items manufactured by them are the only categories of Institutions/industries exempted from the payment of Earnest Money Deposit.

UNDERTAKING:

5. Those tenderers **who are exempted from payment of EMD shall furnish in lieu of EMD an undertaking on a non-judicial Stamp paper of value not less than Rs.80/-** (Rupees eighty only) to the effect to pay as penalty an amount equivalent to EMD or an amount equal to the actual loss incurred whichever is less in the event of non-fulfillment of or non observance of any of the condition stipulated in the contract consequent in such breach of contract.

The tenderers shall also undertake that in the event any of the circumstances stated in paragraphs 9, 10 and 11 occurring, the tenderers shall deposit an amount equivalent to the Earnest Money Deposit with the Corporation. The State Government, Public Sector undertakings that are exempted from payment of EMD should also pay as penalty an amount equivalent to the amount fixed as Earnest Money Deposit. In the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract.

TENDERS RECEIVED WITHOUT THIS UNDERTAKING WILL NOT BE OPENED”.

6. Small Scale Industries registered with the State of Tamil Nadu/National Small Industries Development Corporation/Small Industries Corporation, as mentioned in the Section V (4) shall enclose **duly attested Photostat copy of their Registration Certificate** showing the subject materials specifying capacity which they are permitted to manufacture and the period of validity of the certificate as proof in eligibility for exemption from payment of EMD as specified in Clause -1 in a sealed outer envelope.
7. Others viz. Other State Government Departments, Undertakings and Corporations other than Tamil Nadu shall have to pay Earnest Money Deposit and Security Deposit.

REFUND OF EMD:

8. The Earnest Money Deposit will be refunded to the unsuccessful tenderers on application to Managing Director, TNSC Ltd. after intimation of the rejection/non-acceptance of their tender is sent to them.

FORFEITURE OF EMD

9. If any supplier backs out after the Corporation has accepted his tender, it will be considered as default and the Earnest Money Deposit will be forfeited by the Corporation by informing the supplier as having done so.
10. The Earnest Money Deposit made by the Tenderer will be forfeited if:
- (a) he withdraws his tender or backs out after acceptance
 - (b) he withdraws his tender before the expiry of the validity period stipulated in the Specification or fails to remit the Security Deposit.
 - (c) he violates any of the provisions of these regulations contained herein
 - (d) he revises any of the terms quoted during the validity period

11. In the event of the documents furnished with the offer being found to be fabricated or if the documents containing false particulars, the Earnest Money Deposit paid by the tenderers will be forfeited in addition to blacklisting them to future tenders/ contracts in Tamil Nadu Salt Corporation Limited.

12. REJECTION OF TENDER

- a. Tender is received without Earnest Money Deposit or proof of exemption
- b. Tenderer does not meet the pre-requisite qualifications under Section II.
- c. Tenderer has not enclosed the documents required by Section V of the tender conditions to be enclosed.
- d. The tenderer **has not signed each page as stipulated.**
- e. On any of the conditions stipulated in Section VII (I), (II) & (III)

SECTION-VI
TENDERER TO FILL IN THE CHECK LIST GIVEN BELOW
(TICK MARK WHICHEVER IS APPLICABLE)

1	Whether the Tender is submitted in Two cover system?	Yes	NO
2.	a) Whether the EMD amount is enclosed?	Yes	NO
	b) Whether Valid SSI/NSIC certificate is enclosed	Yes	NO
3.	Whether evidence for financial soundness for executing the order for a value of Rs.50 lakhs like in the form of solvency/bank guarantee/ latest audited balance sheet is enclosed?	Yes	NO
4.	Whether RC books of the lorries owned by the tenderer or lease deed for the lorries to be engaged for the works on lease basis are enclosed.	Yes	NO
5.	Whether letter of authorization given by the tenderer for signing the tender document is enclosed?	Yes	NO
6.	Whether the filled up and signed original Technical Bid & Price Bid are enclosed?	Yes	NO
7.	Whether Technical Bid-Part A cover contains the incorporation Certificate of your company/Partnership Deed	Yes	NO
8.	Whether the Price Bid cover contains filled up and signed Original Price Bid-PART B documents in full with price details?	Yes	NO
9.	Whether proof of experience for such similar work done is enclosed	Yes	NO
10.	Whether you have enclosed copy of the Income Tax return for the last three years/ copy of certificate from Chartered Accountant for turnover	Yes	NO
11.	Whether copy of the PAN is enclosed?	Yes	NO

Note: Please ensure that all the relevant boxes against each column are checked before submission of tender.

**SECTION –VII
REJECTION OF TENDERS:**

- I. Tenders will be summarily rejected if**
- (a) The EMD requirements are not complied with.
 - (b) Not satisfying any of the essential qualifications required under Part A Technical Bid.
- II. Tender is liable to be rejected, if it is_**
- (d) not signed by the tenderer in each page.
 - (e) received from a tenderer who is directly or indirectly connected with Government Department or service in Tamil Nadu Salt Corporation or Services of any local authority.
 - (f) Received from any black listed Firm or Contractor
 - (h) received by E-mail
 - (i) from a tenderer whose past performance/Vendor rating is not satisfactory.
 - (j) not containing all required particulars as per schedule.
- III. The offer received after Last date and time shall be rejected.**
- IV. Offers received from consortium of SSI Units will be rejected.**

SECTION – VIII
INSTRUCTIONS TO TENDERERS

1. GENERAL:

- a. The tender should be addressed to the Managing Director, Tamil Nadu Salt Corporation Limited, 735, Anna Salai, LLA Buildings, Chennai -600 002.
- b. Any offer made in response to this tender, when accepted by the Tamil Nadu Salt Corporation Limited will constitute a contract between the parties.

2. SUBMISSION OF TENDER:

- a. Every tender shall be made out in English. All amounts shall be indicated by tendered in figures as well as in words. **In case of any difference in the rates quoted in figures and in words, the lower of the two rates will be taken as quoted rate.** Tender should be duly attested by the tenderer. The word “NOT QUOTED” should be written against items in the schedule for which the tenderer does not wish to tender.
- b. Tender is to be sent in a sealed envelope in the manner prescribed below before the date & time specified in the tender. **Tender document should be sent through RPAD, Speed Post and Courier or in person.**
 - i) Part ‘A’ of the tender documents vide Section from 1 to X with Annexures Terms and Conditions duly filled and signed in each page should be sent in a separate sealed cover and should be super scribed “PART – A” Commercial Terms and Conditions. The EMD should be enclosed along with PART ‘A’ Cover.
 - ii) Price portion in PART ‘B’ should be sent in a separate sealed cover and should be super scribed “PRICE-BID”- PART ‘B’ and
 - iii) Both the sealed cover (Part–A & Part-B) should be kept in a separate sealed cover superscripting the following in the sealed cover.

Transportation of around 70,000 MT including loading and unloading by Tipper Lorries from the Pan area to FS unit inside office premises at Mariyur Valinokkam salt Complex, Valinokkam, Ramnad District (About 4 KMs lead) for the for the year 2020-2021.

TENDER ENQ. NO : 12/FS/2020

LAST DATE AND TIME : Upto 11.00 A.M on 18.02.2020

- iv) In the event of the tender submitted by a firm, it must be signed by the Proprietor / Partners / duly authorized representative of the Company.
- v) Tenders received after the last date and time will not be entertained/ accepted.

- c. Tenders not submitted in the appropriate departmental form, if any, and if they are not complete in all respects are likely to be rejected. If no form has been prescribed in the tender document, the tender can be submitted on firms own form.
- d. The tenderer shall sign each and every page of the tender schedule including all enclosures. The EMD by way of DD, Banker cheque or remittance challan shall be enclosed with the PART “A” TECHNICAL BID and shall not be enclosed with the PART “B” COMMERCIAL BID.
- e. Tenderer shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of the tenders even though the Corporation may select to with draw the ‘Invitation of Tender’ or reject all tenders, without assigning any reasons thereof.
- f. Each tenderer **must submit Goods and Service Tax Registration No.** with their validity

3. **OPENING OF TENDER:**

Tenders will be opened on the specified date in the Office at the specified place by the Managing Director or by a committee constituted by MD on his behalf, in the presence of such of those tenderers’ who may choose to be present. The **representatives will have to establish their identity to the satisfaction** of the Corporation by producing introductory letters from their Principles/Manufactures etc. Otherwise they will not be allowed to be present at the tender opening.

4. **CLEAR UNDERSTANDING:**

It shall be the sole and absolute responsibility of the tenderer to obtain and gather all information, at his own expense, which may be necessary for the purpose of making the tender and for entering into the contract. The Corporation does not undertake any responsibility for the lack or insufficiency of any information herein. **When a tenderer submits his tender in response to the tender documents, he will be deemed to have understood fully about the requirements, terms and conditions of the contract and to have satisfied himself fully of the sufficiency of information as may affect the tender or the contract.** No extra payment or compensation will be made by the Corporation on the pretext that the tenderer did not have a clear idea or information of any particular matter relating to the tender or the contract and this shall be a condition of the tender and the contract.

5. **VALIDITY OF OFFER:**

The tendered rate will be in acceptance for the period of the contract ie. One year from April 2020 to March 2021 or upto the extended period of contract. No revision/modification in the tendered rate will be allowed during the period of contract or the extender period **except in the event of revision/hike in the raw material price and other statutory levy.** During the period of extension, the tenderer should not revoke or vary his offer.

6. **AWARD OF CONTRACT:**

- a. The Corporation reserves the right :
 - i. To accept its sale and unfettered discretion of any tender for whole or part quantities or to reject any or all tenders without assigning any reasons thereof.
 - ii. **To award the contract to one or more number of firms/contractors at the L1 approved rate.**
 - iii. To enter into parallel contracts simultaneously or at any time during the period of contract with one or more tenderer as the Corporation may thinks fit.
 - iv. To place adhoc order simultaneously or any time during the period of contract with one or more contractors for such quantity and for such items as the Corporation may thinks fit.
- b. The Corporation does not bind itself to accept the lowest tender or assign any reason for non acceptance of the same.
- c. Firms which have failed to fulfill earlier contractual obligations may not be considered.
- d. The work order resulting from this tender or any amendments to be issued subsequently with its terms and conditions and stipulations constitute the entire agreement relating to the tender between the successful tenderer and the Corporation and both parties are bound by the terms and conditions.
- e. The Corporation, shall mean and include the administrative and executive Officers of the Corporate Office at Chennai as well as of Mariyur Valinokkam Salt Complex, Valinokkam, Ramnad District as the case may be who are authorized to deal with all matters relating to this contract on its behalf.
- f. The various procedures laid down in Tamil Nadu Transparency in Tender Act 1998 and rules framed in Tender rule 2000 will be adhered.
- g. The tenderer will be provided a price preference of fifteen percent for domestic small scale Industrial Units and ten percent for the Public Sector Undertaking of the Government in respect of products and quantities manufactured by them as provided under rule 14 after sub rule (7) of the Tamil Nadu Tender Transparency Act 1998 and rules framed there under rule 2000.
- h. TNSC also reserves the right not to be bound to accept the lowest quotation and also the right not to assign any reason for non-acceptance of the lowest quotation.
 - i. “The award shall be communicated to the successful tenderers in writing”. The acceptance of the tender will be communicated to the successful tenderer by means of a **“Letter of Acceptance”**.

SECTION - IX
TERMS AND CONDITIONS

Sealed Tenders are invited by Tamil Nadu Salt Corporation Limited, Chennai for the work of transportation of around 70,000 MT including loading and unloading by Tipper Lorries from the Pan area to FS unit inside office premises at Mariyur Valinokkam salt Complex, Valinokkam, Ramnad District (About 4 KMs lead) for the for the year 2020-2021. The tenderer should submit Part A- Technical Bid and Part B- Commercial Bid separately in sealed cover and the same should be enclosed in another cover superscribing there in the subject of the tender, tender reference number and due date of opening of the tender.

1. The tenderer should be addressed to The Managing Director, Tamil Nadu Salt Corporation Limited, LLA Building, IV floor, 735, Anna Salai, Chennai 600 002
2. a) Tender documents should be submitted through reliable Courier/Speed Post/RPAD or in person at our Corporate Office in Chennai. No tender box system.
b) The tender should reach the Managing Director, Tamil Nadu Salt Corporation Limited, Chennai-2 by 11.00 A.M. on 18.02.2020 at the latest. Tender received after that time and date will not be accepted.
3. The tender should accompany by an **Earnest Money Deposit of Rs.50,000/-** by means of DD drawn on Nationalized Bank in favour of Tamil Nadu Salt Corporation Limited payable at Chennai or by cash receipts. Tender received without EMD it will be summarily rejected
4. At any time after the issue of the tender documents and before the opening of the tender, the Corporation may make any changes, modifications or amendments to the tender documents and shall send intimation of such change to all those who have purchased the original tender documents.
5. In case any one tenderer asks for a clarification to the tender document before 48 hours of the opening of the tender, the Corporation shall reply to the tenderer and the copies of the reply to the clarification will also be communicated to all those who have purchased the tender documents without identifying the source of the query.
6. The Technical Bid will be opened by the Managing Director, Tamil Nadu Salt Corporation Limited, Chennai or a committee constituted by the MD on his behalf in the presence of tenderers who choose to be present at 11.30 A.M on 18.02.2020.
7. After opening and evaluating the Technical Bid, only the eligible tenderer's Commercial Bid will be opened by the Managing Director, Tamilnadu Salt Corporation Limited Chennai 2 in the presence of tenderers who choose to be present at 11.30 A.M on 18.02.2020.

8. The Corporation reserves the right to conduct or not to conduct negotiations. Therefore, the rates quoted should be firm. In case negotiations are held, the tenderers or their authorized representative should be present at the time of opening of the tender for participating in the subsequent negotiations. It shall be noted that if the tenderers or their authorized representatives do not choose to be present at the time of opening the tenders and in case negotiations are held, the rates quoted in the tender by them would be taken as final.
9. The tenderers should quote firm rates both in figures and words separately for the work as indicated in the tender form enclosed. In case if there is any difference between the figures and words, the lower quoted figure will be taken as the offer.
10. If the tender is not accepted, the EMD will be refunded within two months to the unsuccessful tenderer on getting requisition for refund of EMD in writing.
11. The EMD of Rs.55,000/- will be adjusted against the Security Deposit in respect of successful tenderers for satisfactory performance of the contract and to cover loss, shortage etc. The EMD and the S.D. will not carry any interest.
12. The tenderer should take all the insurance including third party towards the above contract like vehicles and drivers/workers, etc. and no liability whatsoever is to be claimed from the Corporation.
13. Corporation reserves the right to reject the tenders without assigning any reason or to award the contract to one or more persons on the same terms and conditions.

II. INSTRUCTIONS TO THE PARTY TENDERING

1. It shall be the sole and absolute responsibility of the tenderer to obtain and gather all information, at his own expense, which may be necessary for the purpose of making the tender and for entering into the contract. The Corporation does not undertake any responsibility for the lack or insufficiency of any information herein. When a tenderer submits his tender in response to the tender documents, he will be deemed to have understood fully about the requirements, terms and conditions of the contract and to have satisfied himself fully of the sufficiency of information as may affect the tender or the contract. No extra payment or compensation will be made by the Corporation on the pretext that the tenderer did not have a clear idea or information of any particular matter relating to the tender or the contract and this shall be a condition of the tender and the contract. Every tenderer is expected before quoting his rates to inspect site of work so that the rate for various items can be assessed to his satisfaction.
2. The tenderer should quote specific rates in Part B – Commercial Bid in a separate sealed cover for the work in the schedule and the rate should be in Rupees and Paise. The schedule accompanying the tender should be written legibly and free of corrections. The corrections, wherever unavoidable should be made by crossing out, initialing and rewriting. The rates should be written both in words and figures.

3. The tenderer should sign at the end of each page of the tender schedule and its enclosures.
4. Tender shall remain open for acceptance for 90 days from the date of opening. No revision or modification in the tendered rate will be allowed during the period of validity of tender or the extended period.

III. GENERAL CONDITIONS

1. The estimated approximate quantity of salt from the pan area to FS Unit in MVSC, Valinokkam to be transported during the year 2020-2021 is 70,000 tonnes.
2. The Contractor shall not assign or sub-let the Contract or any part thereof without the prior written approval of the Corporation.
3. The Contractor or his authorized agent and his workers will be permitted to enter into the complex for carrying out the work until the agreement is alive. All the workers engaged by the contractor should be issued with the ID card and the names of the workers informed to Project Manager.
4. The work should be carried out with the entire satisfaction of the PM or the official concerned and completed within the prescribed time limit. The Contractor shall be permitted to carry out the work until the agreement is alive.
5. At the time of execution of work, the Contractor himself or his authorized agent should be present in the spot for supervising the work to ensure proper execution as per terms and conditions of the agreement.
6. The Contractor is fully responsible for the discipline of labourers engaged by him. If any of his labourers goes beyond the limit and quarrels, unnecessarily without supervising Officers/Staff, the contract will be terminated without any notice.
7. The Contractor should return the materials received from the Corporation intact after the work is completed. If any materials are found missing, the cost of the same will be deducted from the bill payable to him.
8. The Project Manager or any Officer of the Tamil Nadu Salt Corporation Ltd. duly authorized may put an end to this agreement at his option at any time and in the case of bad works, actions will be initiated for the termination of the contract.
9. The transportation of salt will be weighed at our Weigh Bridge. Based on the weight, bills will be prepared on monthly basis for effecting payment.

IV. Security Deposit:

Successful tenderer should remit 2% of value of order as Security Deposit and enter into an agreement

The Security Deposit will be forfeited if the successful tenderer failed to carry out the work as per the requirement.

V. Liquidated Damages:

1. Liquidated damages at 0.25% for calendar day on the value of the un lifted portion of that calendar days schedule shall be levied subject to a maximum of 10% of the value of that calendar day schedule.
2. A notice of 10 days shall be given in writing before terminating the work, when continued slow progress, suspension of work subletting the work for a portion thereof is observed.
3. If the value of the work executed exceeds the agreement value due to unavoidable circumstances, if any a supplemental agreement will be executed and the excess value paid as per the agreement.
4.
 - a) Further Security Deposit over and above the EMD will be collected from the contractor to whom the work is awarded according to the value of agreement (2% of the total value of agreement.
 - b) The EMD of Rs.50,000/- remitted by the contractor will be adjusted against the Security Deposit and the same will be refunded after the completion of the contract.
5. Applicable deduction towards Income Tax will be made from each bill towards the Income Tax/Surcharge and credited to the Income Tax Dept. Applicable service tax would be levied extra.
6. In every running bill 5% of the value will be deducted towards Security Deposit until such deductions along with EMD/FS make upto a total of 7% of the value of work done to ensure proper execution of the remaining work under the contract. This deduction will not be made in the final bill. The amount so with-held shall not bear any interest. The amount deducted will be related after settlement of final bill.
7.
 - a) The extra expenditure over and above the tendered amount, if any, that may be necessitated to be incurred on account of failure of the contractor to execute the work as per the terms and conditions will be recovered from him.
 - b) Legal action will be initiated to recover the excess expenditure required to be incurred by the Corporation on account of such non compliance of the lowest tenderer besides forfeiture of the EMD/Security Deposit. This shall be in addition to the liquidated damages payable under clause IX above.

8. The decision of the Project Manager or any Officer of Tamil Nadu Salt Corporation Ltd. duly authorized on his behalf as to the rate of progress and quality of work shall be final.
9. An agreement shall be entered (copy of agreement enclosed) within 7 days, as stipulated in the agreement, from the communication of the acceptance and that within this period the security deposit shall be paid in full. If the contract backs out from executing the work after entering into agreement, the contractor will be terminated and his EMD will be forfeited besides, including his name will be brought into the black list.
10. The Contractor is responsible for employing with the provision of labour amenities in respect of labourers engaged by him.
11. The Contractor should make necessary agreement for deducting of EPF as per EPF Act in respect of the workers engaged by him. For any failure in adoption of EPF rules, the contractor will be personally responsible.
12. The Contractor should not stop the work in the event of any strike by other section works or by his workers. He should continue his work and any such stoppage of work will be liable for penalty and loss, if any will be collected from the contractor.
13. If necessitated, the contractor should undertake additional work of the same nature on payment of additional EMD and after executing the supplemental agreement.
14. The agreement shall be entered into with the Corporation within 7 days from the communication of the acceptance and that within this period the security deposit shall be paid in full. If the contractor backs out from executing the work after entering into agreement, the contract will be terminated and his EMD forfeited besides including his name in the black list.
15. The contract is subject to Chennai Jurisdiction only.

VI. SPECIAL CONDITIONS

1. The tenderer should engage Tipper Lorries with 10 tonnes capacity or above for adequately manned conveying raw salt so as to ensure quick and timely transport of salt. He should enclose necessary documentary evidence (Xerox copy) along with the tender in proof of the possession of Tipper Lorries and produce the original documents for verification before entering into agreement.
2. The work should be commenced immediately on receipt of the work order and carried out as per the schedule prescribed.
3. The salt should be conveyed from the heap/platform that maybe specified by the Staff/Officer concerned after confirming the quality.

4. All the materials required (scraping pads, baskets, spades etc.) shall be purchased and used by the contractors themselves.
5. While loading the salt into Tipper Lorries, due care should be taken to avoid contamination of insoluble/lumps/wasting and spilling of salt.
6. Each and every Tipper Lorries will be weighed for the actual quantity transported. In the event of non-functioning of our Weigh Bridge, the trucks will be weighed at the nearby private weigh bridge.
7. Proper Gate Pass will be issued for each and every trip and the bill will be prepared based on the Gate Pass only. The Contractors should keep his copy of the Gate Pass safe for verifying the billed quantity of his satisfaction.
8. The salt transported should be unloaded only in the space specified therefore.
9. The contamination insoluble should be avoided at unloading point.
10. The Tipper Lorry should not be allowed to ply on the drying yard on any account. Generally utmost care should be taken in handling the Tipper Lorry into office premises to avoid damages to any of the Corporation property. If any damage is noticed, the loss are fixed by the PM will be recovered from the contractor's bills.
11. If the transport of salt is not performed as per the schedule and any excess expenditure is caused for transporting salt on account of the contractors non-compliance of the terms and conditions, the Corporation reserves the right to recover such excess amount from the contractor. This shall be in addition to any liquidated damages payable under this contract.
12. The Corporation reserves the right to make alternative arrangements for supply of salt from the stock yard to FS plant or the Salt Refinery, if the contractor does not comply with the work schedule.
13. The transported salt will be consumed then and there. Whenever necessity arises, the contractor should heap the supply salt as per the directions given by the Staff/Officers of FS Unit.
14. The salt heaps should be formed with a height not less than 5 meters.
15. The contractor should use only tipper lorries to transport salt and should not engage tractors and trailers.
16. The contractor should use side covering in the tipper lorries to avoid spillage of the salt while on transport.
17. The transportation of salt should not be stopped for any reasons especially for want of loading labour, want of diesel or funds etc.

18. The contractor should ensure salt transportation as per the time schedule given by the Project Manager according to the need of raw salt in the Fortified salt unit.
19. The contractor should made his own arrangements to load the salt from the fresh salt heaps or old heaps as per the advice of the field officers and no extra amount will be allowed for old heap salts.

VII. PAYMENTS TERMS

Bill will be prepared once in a month. Full 100% payment of the bill will be settled within 30 days from receipt of the duly certified bill from the Project Office.

The contractor shall be liable for all losses, damages incurred by the Corporation due to the negligence of the contractor in the performance of any service under the contract.

VIII. REVISION OF TENDERED RATE:

1. The tendered rate will be in acceptance for the period of contract of one year or upto the extended period of contract. No revision/modification in the tendered rate will be allowed during the period of contract or the extended period.
2. The final bill will be prepared after the contract period is closed.
3. The contractor shall comply with all the requirements of the applicable labour laws including EPF rule, ESI, Minimum Wages Act, Payment of Wages Act, etc. as applicable, in respect of the employees engaged by him/them.
4. The contractor shall indemnify the Corporation against all and any claims arising out of the engagement of employees by the contractor including the claims arising under the Workmen's Compensation Act, 1923.
5. For all purposes under this contract or relating thereto, the contractor shall be an independent contractor.

IX. DISPUTES

- (a) All disputes or differences arising out of or under this contract shall be referred to the sole arbitration of the Managing Director of the Corporation or his nominee including any Officer of the Corporation nominated by the Managing Director and the contractor shall not raise an objection to such arbitration on the ground that the arbitrator is an officer of the Corporation and as such is an interested party or that the arbitrators so appointed as earlier dealt with the subject matter of this agreement. The venue of the Arbitration shall be at Chennai only and the language of the Arbitration shall be in English.
- (b) Except as above, all matters arising under this Agreement shall be subject to the exclusive jurisdiction of the courts at Chennai only.

SECTION - X

**Please execute the agreement on a stamp paper of Rs.100/- value
ON STAMP PAPER**

DRAFT ARTICLES AND AGREEMENT

ARTICLES OF AGREEMENT made this day of between the General Manager, Mariyur Valinokkam Salt Complex, Valinokkam, Ramnad District (hereinafter called the Project Manager which expression shall where the context admits include his successors in Office and assigns) representing the Tamil Nadu Salt Corporation Limited (hereinafter called the Corporation) on the one part and hereinafter called the contract or (which expression shall where the context so admits includes his heirs, executors, administrators and legal representative on the other part).

2. **WHEREAS** the Tamil Nadu Salt Corporation Ltd. is awarding the work of transportation of around 70,000 MT including loading and unloading by Tipper Lorries from the Pan area to FS unit inside office premises at Mariyur Valinokkam salt Complex, Valinokkam, Ramnad District (About 4 KMs lead) for the for the year 2020-2021.

3. **AND WHEREAS** the said schedule of work and conditions have been signed by or on behalf of the parties hereto.

4. **WHEREAS** the contractors has agreed to remit Earnest Money Deposit of Rs.50,000/- and also Security Deposit of Rs..... in the form of Demand Draft as Security with the Corporation for the fulfillment of the contract to the satisfaction of the Corporation.

5. **AND WHEREAS** the contractor agrees that he will be bound by all the conditions of the tender and all the time limits prescribed for the said work.

6. **AND WHEREAS** the contractor has agreed to execute upon and subject to the conditions set forth and comply with the rate of progress given in the schedule of work at the end of the Articles of this agreement for a total sum of Rs.....(Rupees.....only) of such other sum as may be arrived at by the final assessment of the Corporation of the work.

7. Now it is hereby agreed as follows:
In consideration of the said sum of Rs..... (Rupeesonly) or such other sum as may be arrived at by the final assessment of the completion of the work subject to the terms and conditions execute and complete the works shown in the schedule and the method of payment therefore as are provided for in the terms and conditions.

8. Time shall be considered as the essence of the agreement and the contractor hereby agrees to commence the work as soon as this agreement is accepted by competent authority and continue to carry on and complete the above said work as given in the schedule subject to condition that no extension of time shall be granted.

9. The tender notification, tender documents, instructions to tenderers and the entire set of tender terms and conditions, shall be read and construed as forming part of agreement and the parties hereto will respectively abide by and submit themselves to conditions and stipulations and perform the agreements on their parts respectively.

10. If any delay occurs by the contractor over and above the time given in the schedule for said work or if such delay resulted in loss to this Corporation, the contractor undertakes to pay the Corporation by way of liquidated damages at the rate of Rs.500/- per day till the completion of the above said work as now predetermined. The Corporation shall be entitled to collect the above amount of as liquidated damages from the Contractor giving reasonable opportunity to him and establishing that such delay has resulted in loss to the Corporation.

11. If the schedule of said work is not kept up due to his own fault alone, the Chairman and Managing Director reserves the right to cancel the entire agreement or any part or parts thereof and to reward the work to any other person or a agency or to undertake the work departmentally.

12. Upon the terms and conditions of this agreement being fulfilled and performed to the satisfaction of the Corporation, the Security Deposit by the contractor as hereinafter recited or such portion thereof as may be entitled to shall be returned to him as provided in the agreement. In witness where of the contractor has hereunto set his hand and the General Manager, Mariyur Valinokkam Salt Complex, Valinokkam, Ramnad District setting on behalf of the Tamil Nadu Salt Corporation Limited has hereunto set his hand the day and year first above written.

13. This agreement will form and part of the tender conditions.

8. Any dispute arising out of contract will be subject to Madras City Jurisdiction only

Signed by the Contractor

Signed by the General Manager I/c.

Address

In the present of witness

In the presence of witness:

1.

1

2.

2.

SECTION XI
PART: B PRICE BID

Tender No.12/FS/2020
(To be submitted in a sealed cover)

Name and address of the:
Tenderer

Name of the work : Transportation of around 70,000 MT including loading and unloading by Tipper Lorries from the Pan area to FS unit inside office premises at Mariyur Valinokkam salt Complex, Valinokkam, Ramnad District (About 4 KMs lead) for the for the year 2020-2021..

E.M.D. : **Rs.50,000/- EMD remittance reference :**

Contract period : **01.04.2020 to 31.03.2021**

Sl. No.	Approx. Quantity	Name of the work	Unit	Rate Quoted in	
				Figures Rs.	Words (Rupees)
1.	50,000 Tonnes.	Transportation of around 70,000 MT including loading and unloading by Tipper Lorries from the Pan area to FS unit inside office premises at Mariyur Valinokkam salt Complex, Valinokkam, Ramnad District (About 4 KMs lead) for the for the year 2020-2021.	1 Tonne		
		GST @			
Total					

The validity of the above rate is for one year from April 2020 to March 2021

STATION: Signature :

DATE: Name in block letters :

Seal of the Company :