



**TENDER FOR SUPPLY OF REFINED NON-IODISED SALT
TO MVSC, VALINOKKAM FOR THE YEAR 2020-2021**

TENDER NUMBER : 6/FS/2020
ADVERTISED ON : 05.01.2020
**LAST DATE FOR SUBMISSION OF
TENDER TO THE FOLLOWING ADDRESS** : By 3.00 P.M. on 13.02.2020
OPENING OF TENDER : At 3.30 P.M. on 13.02.2020
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**

The following Section I to XI is part and parcel of the Part-A Technical Bid. The tenderer should sign each and every page in token of acceptance of the terms and conditions		Page No.
SECTION – I	SCHEDULE OF TENDER	3-4
SECTION – II	PROFILE OF THE BIDDING TENDERER	5-6
SECTION – III	ESSENTIAL PRE-REQUISITE QUALIFICATIONS REQUIRED TO CONSIDER TECHNICAL BID	7
SECTION – IV	DECLARATION BY THE TENDERER	8
SECTION – V	EARNEST MONEY DEPOSIT (EMD)	9-10
SECTION – VI	CHECK LIST	11
SECTION – VII	REJECTION OF TENDERS	12
SECTION – VIII	INSTRUCTIONS TO TENDERERS	13-16
SECTION - IX	SPECIFICATION	17
SECTION – X	TERMS AND CONDITIONS	18-23
SECTION-XI	SUPPLY POSITION OF ORDERS ALREADY EXECUTED WITH OTHER ORGANIZATION AND TNSC LTD.	24

PART 'B' – PRICE BID

B. PRICE BID		P.No.
SECTION – XII	PRICE BID	25

**SECTION – I
SCHEDULE OF TENDER**

TENDER DOCUMENT NO.6/IGS/2020

1. Name of the Tender : Supply of Refined Non Iodised Salt in 50 Kg PP/PE laminated bag to Mariyur Valinokkam Salt Complex, Valinokkam, Ramnad District on FOR basis for the year 2020.2021
2. Last date & time for receipt of sealed Tender : **upto 3.00 PM on 13.02.2020**

Tender document should be sent through RPAD/Speed Post/Courier or in person

3. Date & time for opening of Tenders : **3.30 PM on 13.02.2020**

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.

4. Earnest Money Deposit : **Rs.1,00,000/-**
5. 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.
6. Submission of Tender : Under Two Part system
7. Clarification to be sought from: The General Manager,
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
8. Place at which tenders will be Opened at : Tamil Nadu Salt Corporation Limited,
LLA Building, 4th Floor,
735, Anna Salai,
Chennai – 600 002.

Tender No.6/FS/2020

9. Cost of Tender Document : Rs. 600 /-
(Non-Refundable)

NOTE:

1. The tender documents shall be supplied to the intending tenderer after collecting the payment of Rs.600/- either by cash or by DD in favour of Tamil Nadu Salt Corporation Payable at Chennai.
2. The tender documents can also be downloaded from Tamil Nadu Salt Corporation Limited website (www.tnsalt.com) at free of cost.

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.

- I. Name and address of the tenderer :
 - a. Phone No. :
 - b. Mobile No. :
 - c. E-mail :
 - d. Name of the Officer/person :
to be contacted
- III. Whether you are a Proprietor concern/ :
Partnership firm, necessary certificate deed/
agreement should be enclosed
- IV. In case of Company :
 - a. No. Date of registration :
 - b. Name of Directors :
 - c. Attach a copy of the Articles of :
Association and Board Resolution
authorizing the transaction
- V. Whether you are a SSI Unit /NSIC Firm, :
The presently valid certificate must be
Notarized by a Notary public (or) :
- VI. Whether you have furnished EMD as :
prescribed. If so please furnish the details. :
- VII. Whether you have obtained License for :
manufacturing of refined salt. Copy of
license should be enclosed.
- VIII Capacity of the Plant and machinery for :
manufacture of the Refined Non Iodised
Salt. Furnish the details
- IX. Date from which the salt refinery is :
functioning

- X. No. of staff working in the Unit :
- XI Whether you have previous experience in supplying Refined Non Iodised Salt to any reputed Companies/Government organisations, etc. If so furnish the relevant details. :
- XII Whether you are willing to abide by the terms and conditions of tender :
- XIII Whether you are financially sound to execute the contract. Furnish certified copy of balance sheet and profit and loss account certified by Chartered Accountant as evidence. :
- XIV Have you supplied RFFIDS/Refined Non Iodised salt to TNSC in the past - if so, details may be provided in a separate sheet :

STATION :

DATE :

SECTION-III

PRE-REQUISITE QUALIFICATIONS TO CONSIDER THE TECHNICAL BID

1. The tenderer should remit EMD of **Rs.1,00,000/-** along with the Part A Technical Bid. If the bidder is SSI, necessary documentary evidence should be furnished for the exemption of remittance of EMD.
2. The tenderer should be an actual manufacturer of refined salt. The tenderer should have a salt refinery on his/her own. The salt refinery should be located in Tamil Nadu and relevant supporting evidence should be produced.
3. The tenderer should have valid license for manufacture of Refined Iodised Salt/Refined Non Iodised Salt issued by the competent authority.
4. The tenderer should enclose a test certificate from the reputed laboratory of Refined Non Iodised Salt along with a sample of 250 gms of Non Iodised Salt. As per the requirement of BIS standard, Sodium Chloride content in the salt should be not less than 99%.
5. The tenderer should possess at least 2 years of experience in the manufacturer & supplying of Refined Free Flow Iodised Salt/Refined Non Iodised Salt conforming to the standards prescribed. Necessary evidence should be furnished.
6. The tenderer should have a turnover in the business of manufacture and supply of Refined Non Iodised Salt of not less than **Rs.One crore** for the latest year and shall produce documentary evidences duly certified by the Chartered Accountant.

Claim of the above qualifications should be supported by latest documentary evidence and the same to enclose in PART- A of the document failing which PART – B Price Bid will not be opened.

STATION :

DATE :

SECTION-IV

**DECLARATION BY THE TENDERER
(to be signed and enclosed with the tender)**

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

I/We hereby assure and confirm that the entire material requirement will only be manufactured within our premises and no part will be outsourced.

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:

Place:

SECTION-V
EARNEST MONEY DEPOSIT (EMD)

PAYMENT/EXEMPTION OF EMD:

1. Tenderer should pay the amount of **Rs.1,00,000/-** towards Earnest Money Deposit.
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 as EMD.
 - (ii) If on opening the outer Cover and Part 'A', if it is found that the Demand Draft/Bankers Cheque is not enclosed along with the tender, then their offer will be **SUMMARILY REJECTED** without opening the "Part B Price Bid".
 - (iii) The Earnest Money Deposit will be retained by the Corporation in the case of the successful tenderer 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**

4. REFUND OF EMD:

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.

5. FORFEITURE OF EMD

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.

6. 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 including any extended validity period 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

7. 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.

8. **REJECTION OF TENDER**

- a. Tender is received without Earnest Money Deposit or proof of exemption and Undertaking as specified in paragraph 6 of Section IV.
- b. Tenderer does not meet the essential qualifications under Section II.
- c. Tenderer has not enclosed the documents required by Section II and 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 VI (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 the Audited Annual report for the last two years is enclosed?	Yes	NO
4.	Whether letter of authorization for signing the tender document is enclosed?	Yes	NO
5.	Whether the filled up and signed Original Technical Bid & Price Bid are enclosed?	Yes	NO
6.	Whether Technical cum Commercial Bid cover contains the incorporation Certificate of your company/ partnership deed.	Yes	NO
7.	Whether the Price Bid cover contains filled up and signed Original Price Bid-PART B documents in full with price details?	Yes	NO
8.	Whether proof of experience for such similar work is enclosed	Yes	NO
9.	Whether you have enclosed certificate from Chartered Accountant for Sales Turn Over.	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.
 - (c) Refinery and adequate capacity not located in Tamil Nadu State.
- II. Tender is liable to be rejected, if it is
 - (a) not covering the supply of Refined Non Iodised Salt
 - (b) With validity period of offer less than that stipulated in this specification
 - (c) not in conformity with commercial terms and Technical specifications of the Tender documents.
 - (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 those who have not purchased the copy of the Tender document
 - (g) 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:

The tenderer should submit the tender documents including invitation to tender intact without detaching any page or pages duly filled in, completed and signed on each page of tender forms including the schedule of rates Part B - Price Bid. The tender documents will serve as an agreement also. Tenders not accompanied by all the schedule/ Annexures intact and fully filled in and signed may be ignored.

The tender Form duly filled and signed along with the Technical Bid in Part A – Technical Bid and EMD shall be submitted in a sealed cover.

The tenderer should quote rates in Part B – Price Bid and submit in a separate sealed cover.

These two sealed covers should be submitted in a common bigger sealed envelope super scribing **Tender No.6/FS/2017** addressed to the Managing Director Tamil Nadu Salt Corporation Limited, LLA Building, 735 Anna Salai, Chennai 600 002 before the date and time specified in the tender.

3. FURNISHING OF SAMPLE ALONG WITH TENDER:

The tenderer is bound to enclose sample of one kilogram Refined Non Iodised Salt as per our specifications which they propose to supply as per our Purchase Orders along with the tender

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. OPENING OF TENDERS:

The tenders will be opened at the prescribed date and time in the Office of the Tamil Nadu Salt Corporation Limited, LLA Building, 735 Anna Salai, Chennai 600 002 and on the date and time indicated by Managing Director or by the Officers authorized on his behalf. The tenderers are advised to be present, either in person or through an authorized representative at the time of opening of tenders. The authorized representatives will have to establish their identity to the satisfaction of the Corporation by producing introductory letters from their Principals/ Manufacturers, etc. otherwise; they will not allow being present at the tender opening.

6. ACCEPTANCE OF TENDER:

The Tamil Nadu Salt Corporation Limited normally will accept the lowest tender provided all technical and administrative conditions are fully satisfied by the Tenderer. The Corporation reserves the right to accept one tender for any or all the parts of the work. The Corporation also reserves the right to terminate any accepted tender/contract during the currency of the contract, if it is satisfied that any discrepancy has crept in while finalizing the tender that the work was awarded by mistake, by giving ten days notice in writing to the contractors at their last known place or residence, business and the contractors shall not be entitled to any compensation by reason of such termination. The successful tenderer will be advised of the acceptance of his tender by a telefax or by a formal acceptance letter and both the tender documents and acceptance together forms the essence of the contract. However, a separate agreement will be necessary in this regard.

7. **SIGNING OF TENDER:**

In the event of the tender being submitted by a firm it must be signed by the Proprietor/Partners/ duly authorized representatives of the Company.

8. **AWARD OF CONTRACT:**

- a. The Corporation reserves the right:
 - i) to accept in its sole and unfettered discretion 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, at the approved L1 rate.**
 - iii) to enter into parallel contracts simultaneously or at any time during the period of contract with one or more tenderer(s) as the Corporation may think fit.
 - iv) to place adhoc order simultaneously or at any time during the period of contract with one or more supplier(s) tenderer(s) for such quantity and for such items as the Corporation may think 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 agreement to be executed after the award of the tender, the purchase order resulting from this tender.
- 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 and 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 the Tamil Nadu Transparency in Tenders Act 1998 and rules framed in Tender rule 2000 will be adhered.
- g. The tenderer shall be provided for a price preference of fifteen percent for domestic Small Scale Industries Units and ten percent for the Public Sector Undertakings of the Government in respect of products and quantities manufactured by them as provided under Rule 14 of sub rule (7 A) of the Tamil Nadu Tender Transparency Act 1998 and rules framed there under rule 2000.

9. **PERIOD OF CONTRACT:**

The contract will be for the period from 01.04.2020 to 31.03.2021 The Corporation reserves the right to extend the period of contract at the existing rate, terms and conditions for a further period of one year. However, during the extended period the contract can be terminated on giving one month notice on either side. The Corporation shall have absolute right to terminate the contract at any time during its currency without assigning any reason thereof and the tenderer is not entitled for any compensation on this ground of such termination.

10. **RATES:**

- a. All amount shall be quoted by tenderer 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.**
- b. The rate quoted shall consist of the cost of salt and charges for processing, packing in 50 Kg PP/PE Laminated bag, transport and delivery (including unloading charge at the delivery point) including taxes if any.

11. **NEGOTIATION:**

The Corporation reserves the right to conduct negotiations with the short listed tenderers or all of the tenderers if necessary, immediately after opening the tender on the same day which will be declared while opening the tender or on any other day before finalizing the contract. No tenderer shall have the right to insist on negotiation by the Corporation or challenge it for resorting to negotiations.

SECTION -IX

16. SPECIFICATION OF REFINED NON IODISED SALT

Nacl	:	99.00% Min.
Calcium	:	0.10% Max.
Magnesium	:	0.05% Max.
Sulphate	:	0.25% Max
Insoluble	:	0.10% Max.
Moisture	:	0.30% Max

Since, the Refined Non-Iodised Salt is used for Double Fortified Salt (DFS) production, no any chemical like Free Flow Agent/Anti caking agent/bleaching agent should be added into the salt

The Corporation shall have the right to get the **stock inspected** by its officials or by any reputed quality control laboratories from time to time. The Corporation reserves the right to reject the stock and the tenderer shall be deemed to have neglected to deliver the products according to the contract if it is not as per the specifications specified while inspecting the stock on receipt.

The broken/damaged packets under weighment on delivery shall be replaced by the supplier along with the subsequent supply to that depot.

SECTION – X

A. TERMS AND CONDITIONS

1. Sealed competitive tenders should reach this Office addressed to the Managing Director, Tamil Nadu Salt Corporation Limited, LLA Building, 735 Anna Salai, Chennai 600 002 before the date and time specified in the tender. If the date fixed for receiving/opening the tender is subsequently declared as a holiday, the tender will be opened on the next working day at the same time and place.
2. The rate quoted will be valid for acceptance for whole period of contract from the date of opening of tender. The tenderer shall, if requested by the Corporation, extend the validity of offer by a further period as may be mutually agreed. During such extended period, of the extension, the tenderer shall not be allowed to revoke or vary his offer.
3. The Tamil Nadu Salt Corporation Limited reserves the right to accept or reject any or all tenders without assigning any reason.
4. **INFORMATION ABOUT TENDERERS:**

The tenderers should furnish full precise and accurate details in respect of information asked for in Part A - Technical Bid attached to this tender form and any inaccurate or misleading information given may lead to non-acceptance of tender.
5. **PACKAGING:**

The Refined Non Iodised Salt for delivery to Mariyur Valinokkam Salt Complex, Valinokkam, Ramnad District shall be packed in 50 Kg PP/PE laminated bags. The successful tenderer shall ensure that all the statutory provisions with regard to quality, packing, weighment etc. are complied with and he shall solely be responsible for the lapses, if any. In case of machine breakdown alone can manual packing be done with prior permission after inspection, if necessary by TNSC.
6. **DELIVERY:**
 - a. The tenderer shall supply the product as per the purchase orders issued from time to time within the period of contract. The supply of stock should be done as per the directions issued by the Project Manager, Mariyur Valinokkam Salt Complex, Ramnad Tamil Nadu Salt Corporation Ltd., Chennai which will be intimated during the period of contract. The tenderer shall be entitled to receive acknowledgement in the prescribed form (Goods Received Sheet – GRS) from the delivery point of the Project

- b. Liquidated damage for delay in delivery shall be levied at the rate of 1% of the purchase order value per week or part thereof. The liquidated damages however shall be subject to a ceiling of 5% of value of undelivered Qty. The contractor agrees that the stipulated percentage is a genuine pre estimate of the losses or damages that shall be suffered by the Corporation and further that the stipulated percentage is reasonable. In such event, the contractor shall be liable to pay actual damages suffered by the Corporation in addition the liquidated damages.
- c. The time and date of delivery are the essence of the contract and the goods must be dispatched within the time and subject to the condition specified. Otherwise, the Corporation will have the option to cancel the whole or part of order and or purchase the material from alternative source at the risk, responsibility and cost of the supplier.
- d. Extension of delivery period on valid response based on the request from the supplier may be allowed by the indenting Officer which will be considered as extended delivery period for all purpose of liquidated damages etc.
- e. The damages as determined by the Corporation shall be deemed to be a debt due to the Corporation and the Corporation shall be entitled to deduct any such amounts determined as damages from out of any monies available with the Corporation or due and payable to the supplier.

7. PAYMENT TERMS:

100% payment will be made by the Corporate Office, Tamil Nadu Salt Corporation Ltd., Chennai – 2 within 30 days from the date of receipt of invoice by the Project Manager, Mariyur Valinokkam Salt Complex after satisfactory acceptance of the goods as per the Purchase order. Income Tax/Service Tax if any, applicable will be deducted from the bills of the supplier as per the Government Act and Rules in force.

8. INVOICES:

- a. Invoice shall be raised in duplicate once in a week along with the details of quantity supplied, rate/MT, place of delivery and enclosing GOODS RECEIVED SHEET issued by the project should be sent to the Project Manager, Mariyur Valinokkam Salt Complex for settling your payment periodically.
- b. If any extra charges including wharf age or demurrage are incurred due to supplier's failure to observe the conditions mentioned above, the same will be recovered from the supplier.

9. INSPECTION:

- a. The capacity of the successful tenderer Unit will be inspected by the Officials of this Corporation before awarding the contract, if necessary.
- b. The material on receipt will be inspected. The supplier shall have to replace the materials if any, found defective at site on free of cost basis.

10. WARRANTY REGARDING QUALITY OF MATERIAL SUPPLIED:

- a. Supplier shall guarantee that all the materials supplied by them to the Corporation shall be fresh and free from all defects. The goods to be supplied shall be food grade and fit for human consumption.
- b. The supplier shall enclose a quality certificate for each and every consignment delivered. In case if any quality discrepancy arises, the TNSC will test the quality of the material supplied with the reputed testing laboratory at suppliers cost.
- c. The supplier shall warranty to replace any damage or defect in the goods supplied by replacements of goods as specified in this contract and such replacement shall be made at the point of the consignee, civil supplies corporation. In the event of the supplier not complying with the above within a reasonable time, the Corporation will have the option to replace the defective supply after giving 3 weeks notice to the supplier and recover the cost from the supplier.

11. MEMBERS OF THE CORPORATION NOT INDIVIDUALS

No Director or official or employee of the Corporation shall in any way be personally bound or liable for the acts obligations of the Corporation under the contract or answerable for any default or omission in the observance on performance of any of the acts, matters or things which are herein contained.

12. CORPORATION NOT BOUND BY PERSONAL REPRESENTATIONS

The supplier shall not be entitled to any increase in the rates or any other right or claim whatsoever by reason of the representation, explanation or statement or alleged representation, promise or guarantee given or alleged to have been given him by any person of the Corporation.

13. ALTERNATE ARRANGEMENT

In case of delay in delivering the order quantity beyond the scheduled date, besides imposing LD, the Corporation reserves the right to contact with any other manufacturer for supply of the refined Non Iodised salt. The excess expenditure if any incurred by the corporation over and above by the awarded rate will be recovered from the contractor.

14. NON-PERFORMANCE OF CONTRACT / CANCELLATION OF CONTRACT/RIGHTS OF THE CORPORATION:

- a. The Corporation reserves the right to cancel the contract if the quality of material delivered fails below the required specifications and also if the deliveries are not made in accordance with the delivery schedule as indicated by the Corporation.
- b. Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the tenderers, either partners, agents or servants to any officer, servant or representative of the Corporation for obtaining or for the execution of this or any other contract for receiving payments under the contract shall in addition to the criminal liability he may incur, subject the tenderer to cancellation of this any other contracts and also to payments of any loss resulting from any such cancellation to the like extent as provided in the case of rejection on the ground of bad quality supply and the Corporation shall be entitled to deduct the amount so payable from any money other wise due to the tenderes under this or any other contracts. Any question or dispute as to whether the tenderer have incurred any liability under the clause shall be settled by the Corporation in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

15. SUB-LETTING OF CONTRACT:

The successful tenderer shall not sublet or assign this contract or any part thereof without obtaining prior written permission of the Corporation. In the event of the successful tenderer sub-letting or assigning the contract or any part thereof without such permission the Corporation shall have the right to cancel the contract and to purchase the good elsewhere and the successful tenderer shall be liable to the Corporation for any loss or damage which the corporation may sustain in consequence or arising out of such purchase. Even in case sub-letting is permitted by the Corporation, it will not recognize any contractual obligations with the person or party to whom the contract has been sub-let and the successful tenderer will be held responsible for the satisfactory due and proper fulfillment of the contract.

16. CHANGE IN CONSTITUTION:

- a. Where the supplier is a partnership firm, a new partner shall not be introduces in the firm except with the previous consent in writing of the Corporation which may be granted only upon furnishing of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.

- b. On the death or retirement of any partner of the supplier/firm before complete performance of the contract the Corporation may as its option cancel the contract and in such case the supplier shall have no claim whatsoever to compensation against the Corporation.
- c. Without prejudice to any of the rights or remedies under this contract, if the supplier is a proprietorship concern and the proprietor dies during the performance of this contract the Corporation shall have the option to terminate the contract without compensation.

17. SPECIAL CONDITIONS:

The Corporation reserves the right to engage more than one supplier to ensure supply reliability from TNSC.

18. FORCE MAJEURE CONDITIONS:

- a. If at any time during the continuance of the agreement/contract it becomes impossible by reasons of war or war like operation, strikes, lockouts, riots, civil commotions, epidemical sickness pestilence, earthquake fire, storm or floods the supplier shall during the continuance of such conditions not be bound to execute the contract as per agreement/contract. The work shall be resumed immediately the contingency has ceased or otherwise determined and supplier's obligations shall continue to be in force for correspondingly extended period after the resumption by Registered Post about such acts duly certified by the District Collector of the District Concerned about the beginning and end of the above causes of delay within the (10) days of occurrence and cessation of such Force Majeure conditions.
- b. In the event of delay lasting over one month if arising out of causes of Force Majeure, the Corporation is entitled to cancel the contract without being liable to pay any compensation.
- c. Only events of Force Majeure, which affects the order progressing at the time of its occurrence, shall be taken into cognizance. The Corporation shall not be liable to pay extra cost due to delayed supplies made under Force Majeure.
- d. Delays due to non-availability of wagons etc. will not be considered as a cause of Force Majeure.
- e. If the Corporation is not in a position to receive the goods as per the terms of delivery due to any one of the reasons herein after stated, the Corporation reserves the right to suspend normal supply until the position returns to normalcy or even to terminate the contract if it is beyond its control to accept the supplies. No compensation shall be payable to the supplier in the event of any such circumstances/ reasons occurring.

“Strike, lockout, accumulation of stocks or non-availability of storage space or any other natural calamities which effect the production in the Factory.

19. NOTICES:

Any notice hereunder may be served on the supplier by Registered Mail at his last known address. Proof of issue of any such notice should conclusive of the supplier having been duly informed.

20. DISPUTES:

All disputes and differences arising out of this contract shall be referred to the arbitration of three arbitrators. The Corporation and the supplier shall appoint one arbitrator each and the arbitrators so appointed shall appoint a third arbitrator. The language of the arbitration shall be in English. The arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 with the venue of the arbitration being at Chennai only.

21. GST:

We are registered under the Goods and service tax and our Registration Number is 33AAACT2482L1Z9, State Name- Tamilnadu , Code-33

22. JURISDICTION:

Subject to Clause – 32 above, it is hereby agreed that Courts at Chennai City alone shall have jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with this agreement.

23. LAWS GOVERNING THE CONTRACT:

This contract shall be governed by the Laws of Union of India in force.

24. SALES CONDITIONS:

With the acceptance of this tender and all its terms and conditions, the tenderers undertake that they are fully aware of general sales conditions.

25. QUANTITY:

Approximate annual requirement is 5,000 tonnes.

**Managing Director
Tamil Nadu Salt Corporation Limited**

SECTION – XI

SUPPLY POSTION OF ORDERS ALREADY EXECUTED WITH OTHER ORGANIZATION AS WELL AS TAMIL NADU SALT CORPORATION LIMITED

**PRODUCTION CAPACITY:
PER MONTH:**

Sl. No.	Order No.& Date	Name of the customer	Quantity of the order obtained	Quantity supplied	Quantity outstanding

SECTION - XII
PART "B" - PRICE BID

Tender No.6/FS/2020
(To be submitted in a sealed cover)

Name and address of the tenderer :

Name of the work : Supply of Refined Non Iodised Salt in 50 Kg bag to Mariyur Valinokkam Salt Complex, Valinokkam, Ramnad District on FOR basis for the year 2020-2021

E.M.D : Rs.1,00,000/- 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.	5000 tonnes	Supply of Refined Non Iodised Salt in 50 Kg bag to Mariyur Valinokkam Salt Complex, Valinokkam, Ramnad District on FOR basis 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

I/We have read all the terms and conditions stipulated in the tender schedule and subsequent amendments and satisfy myself/ourselves before quoting and agree to abide by all the terms and conditions in toto.

STATION: **Signature** :

DATE: **Name in block letters** :

Seal of the Company :