



**TENDER FOR SUPPLY OF FOOD GRADE SILICA POWDER TO MVSC,
VALINOKKAM, RAMANATHAPURAM DISTRICT FOR THE PERIOD FROM
APRIL 2024 TO MARCH 2025**

TENDER NUMBER : 4/FS/2024

ADVERTISED ON : 07.02.2024

**LAST DATE FOR SUBMISSION OF
TENDER TO THE FOLLOWING ADDRESS : By 3.00 P.M. on 22.02.2024**

OPENING OF TENDER : At 3.30 P.M. on 22.02.2024

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 XII is part and parcel of the Part-A Technical Bid. Each and every page has to be signed by the tenderer in token of acceptance of the terms and conditions.		Page No.
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SECTION – I
SCHEDULE OF TENDER

TENDER DOCUMENT NO.04/fs/2024

1. Name of the Chemical : Supply of Food Grade Silica powder in 25 Kg bags to Mariyur Valinokkam Salt Complex, Valinokkam, Ramnad District on FOR basis for the period from April 2024 to March 2025
2. Last date & time for receipt of sealed Tender : upto 3.00 P.M. on 22.02.2024

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

3. Date & time for opening of Technical Bid : At 3.30 P.M. on 22.02.2024
4. Date of opening of Commercial Bid : At 3.30 P.M. on 22.02.2024

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.5,000/-**
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 Special Officer,
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
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

1. Name and address of the tenderer :
 - a. Phone No. :
 - b. Mobile No. :
 - c. E-mail :
 - d. Name of the Officer to be contacted
2. You are a manufacturer or an authorized dealer of the chemical
3. Whether you are a Proprietary concern/ Partnership Firm, necessary certificate deed/ agreement should be enclosed :
4. In case of Company :
 - a. No. and Date of registration :
 - b. Name of Directors
 - c. Attach a copy of the Articles of Association and Board Resolution authorizing the transaction
5. Whether you are a SSI Unit /NSIC Firm, the presently valid certificate must be Notarized by a Notary public (or) attested photocopy to be furnished. :
6. Whether you have furnished EMD as prescribed. If so please furnish the details. In case of exempted please mention category of exemption :
7. Location and full address of your factory :

8. Whether you have obtained License for :
manufacture Silica powder, if so, furnish
license No. & Date
9. No. of staff working in the Unit :
10. Name and address of the principle
manufacturer of the chemical
11. Have you been authorized by the principle
manufacturer for dealership of the
chemical? Copy of the letter shall be
submitted
12. Whether you have previous experience in :
supplying Silica powder to any
reputed Companies/Government
organisations, etc for at last two years. If
so furnish the relevant details.
13. Whether you are willing to abide by the :
terms and conditions of tender
14. Whether you are financially sound to :
execute the contract for a value of
Rs.5 lakhs. Furnish solvency certificate/
bank guarantee/certified copy of balance
sheet and profit and loss account certified
by Chartered Accountant shall be enclosed
as proof for evidence.
15. G.S.T. and State Sales Tax Registration or :
TIN No. or PAN No.
16. Sample of Silica powder not less than 250 :
gms should be enclosed along with the
analysis report
17. Have you supplied Silica powder 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 furnish EMD as prescribed in the tender. In case, if the tenderer seeks exemption from remittance of EMD, the tenderer who have valid SSI/NSIC certificate in respect of items manufactured by them, for which, tenderers have been called for will be exempted from the payment of EMD. (EMD fixed at 1% of the tender value)
2. The tenderer shall be a manufacturer of the chemical or an authorized dealer of a reputed manufacturer of the chemical
3. The tenderer should have his/her own licensed manufacturing unit for manufacturing the entire chemical requirement of TNSC or to the extent of orders placed on the firm. Copy of the valid license shall be enclosed. The tenderer, if a dealer, shall enclose a copy of the letter of authorization, issued by the principle manufacturer for dealership of the chemical
4. An average annual turnover of the tenderer for the last two (2) years shall be not less than Rs.1 crore. The same should be certified by a registered Chartered Accountant.
5. The tenderer shall have atleast 2 years experience in the supply of above materials and should enclose a copy of the certificate obtained from the firm to whom supply is made successfully by the tenderer.
6. Sample of the above Chemicals not less than 250 gms along with analysis report should be enclosed.
7. Tenderers should be registered in GST portal for payment of GST & the registered copy should be furnished.
8. Copy of the PAN to be enclosed
9. Tenderers should submit copies of the last two years Income Tax return filed.

12. The tenderer should also enclose the terms and conditions of the tender document duly signed in each page in token of acceptance.

Claim of the above pre-requisite qualifications as referred in S.No.1 to 6 should be supported by latest documentary Evidence and the same to enclose in PART-A of the document failing which, the tender will be summarily rejected and Part B Price Bid will not be opened. The tenderer is also requested to give his declaration/undertaking in the format prescribed below:

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 material requirement will only be manufactured within our premises or procured from my/our principal manufacturer of the chemical only and no part will be outsourced and agree that any departure will amount to a contractual failure and deviation.

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.5,000/-** (Rupees five 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 valid license for manufacturing of the chemical is enclosed	Yes	NO
4.	Whether letter of authorization issued by the principle manufacturer of the chemical is enclosed?	Yes	NO
5.	Whether evidence for financial soundness for executing this order latest audited balance sheet is enclosed?	Yes	NO
6.	Whether letter of authorization given by the tenderer for signing the tender document is enclosed?	Yes	NO
7.	Whether the filled up and signed original Technical Bid & Price Bid are enclosed?	Yes	NO
8.	Whether Technical Bid-Part A cover contains the incorporation Certificate of your company/Partnership Deed	Yes	NO
9.	Whether the Price Bid cover contains filled up and signed Original Price Bid-PART B documents in full with price details?	Yes	NO
10.	Whether sample of Silica powder along with analysis report enclosed	Yes	NO
11.	Whether proof of experience for such similar work done is enclosed	Yes	NO
12.	Whether you have enclosed certificate from Chartered Accountant for sales turnover	Yes	NO
13.	Whether copy of the PAN is enclosed?	Yes	NO
14.	Whether copy of GST Registration Certificate		

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
 - (a) not covering the supply of Silica powder
 - (b) With validity period of the offer is less than that stipulated period
 - (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 any black listed Firm or Contractor
 - (g) received by E-mail
 - (h) from a tenderer whose past performance/Vendor rating is not satisfactory.
 - (i) 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.

**SUPPLY OF FOOD GRADE SILICA POWDER IN 25 KG BAGS TO
MARIYUR VALINOKKAM SALT COMPLEX, VALINOKKAM,
RAMNAD DISTRICT ON FOR BASIS FOR THE PERIOD FROM
APRIL 2024 TO MARCH 2025**

TENDER ENQ. NO : 4/FS/2024

LAST DATE AND TIME : Upto 3.00 P.M. on 22.02.2024

- 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 tender with Terms and Conditions in **Section I to XII including annexure duly signed in each page** shall be sent along with the Earnest Money Deposit, if any, with a covering letter as tender document. **Earnest Money Deposit shall not be kept in the price bid, but shall be enclosed with PART – A Technical 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 the 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 2024 to March 2025 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. **REFERENCE LIST:**

- a. The tenderers should **submit sealed tender along with their orders references list in support of their having supplied** similar materials to other customers.
- b. The tenderer(s) should submit along with their tender(s) **the list of unexecuted orders on hand**, if any, for same / similar items and period by which supplied are proposed to be made (Proforma enclosed in section-IX).

7. **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/dealers of 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 as the Corporation may thinks fit.
 - iv. To place adhoc order simultaneously or any time during the period of contract with one or more supplier tenderer 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 purchase 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**8. SPECIFICATION FOR SILICA POWDER:**

S.NO	PARAMETERS	UNIT	TEST METHOD	SPECIFICATIONS
1	Appearance	-	-	Fine White odorless Powder free from signs of impurity
2	Loss on Drying (at 105 ⁰ C for 2 hrs.)	%	ISO 787-2	6.0 Max.
3	Ignition Loss, On anhydrous basis (at 10000 C for 2 hrs.)	%	ISO 3262-11	6.0 Max.
4	Bulk density, Tapped (While material packed)	gm /lit	ISO 787 -11	60 to 120
5	PH (in 5% aqu. Suspn.)		ISO 787-9	6.0 to 7.0
6	Water absorption	%	IMS-WI-QC-003	240 Min.
7	Residue on 325 mesh (Wet sieving)	%	ISO 787-7	0.5 Max.
8	SiO ₂ on anhydrous Basis	%	ISO 3262-19	98.5 Min.
9	Soluble Salts	%	ISO 787-13	1.0 Max.
10	Surface area - BET	m ² /gm	ASTM-D5604	180 Min.
11	Iron Content(Fe+3)	ppm	ISO-5794-1, Annx-C	200 Max.

9. QUANTITY REQUIRED: Approximately 5 tonnes

SECTION X TERMS AND CONDITIONS

1. PRICES:

- a. The quoted price is on F.O.R. destination including packing, transportation, insurance and GST.

Prices are to be quoted on firm basis and there shall be no variation of the same during the period of contract unless specifically agreed to and provided in the contract.

2. GOODS SERVICE TAX:

The Goods Service Tax, if payable, will be at paid at concessional rate on the cost of the finished goods being supplied including excise duty thereon at the rates prevailing at the time of scheduled delivery period subject to the supplier's claiming the same as a separate item in their bill.

3. PACKING & MARKING:

- a. All matters should be adequately packed to protect them against all damages, pilferage, dust, etc, during transit and from atmosphere. Packing shall be adequate and suitable for transport by rail, road as required.
- b. Each consignment must relate to one purchase order only. Where despatch of material against more than one order is a single consignment/case is warranted the material against each order should be packed separately. Order number should be visibly marked outside all packages for easy identification.
- c. Any loss, damages or pilferage in transit due to fault/inadequate packing will be to the account of the supplier.
- b. All packing and forwarding charges are to be borne by the supplier.

4. LIQUIDATED DAMAGES:

- a. Liquidated damages for delay in delivery shall be levied at the rate of 1% of the value of the undelivered quantity per week or part thereof. The liquidated damages however shall be subject to a ceiling of 5% of the undelivered quantity.
- b. The time and date of delivery are essence of the contract; the material has to be supplied within the time prescribed. Otherwise, the Corporations have the option to cancel the whole or part of the order.
- c. In such event, the contractor shall be liable to pay actual damages suffered by the Corporation in addition, the liquidated damages.

5. DELIVERY:

- a. Liquidated damages for delay in delivery shall be levied at the rate of 1% of the value of the undelivered quantity per week or part thereof. The liquidated damages however shall be subject to a ceiling of 5% of the undelivered quantity. 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.
- c. The time and date of delivery are essence of the contract and the goods must be despatched within the time and subject to the conditions specified. Otherwise, the Corporation will have the option to cancel the whole or any part of order and or purchase the material from alternative source at the risk, responsibility and cost of the supplier. In such event, the contractor shall be liable to pay actual damages suffered by the Corporation in addition to the liquidated damages.
- d. Extension of delivery period on valid reasons based on the request from the supplier may be allowed by the indenting Officer which will be considered as extended delivery period for all purposes 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 due and payable to the supplier.

6. PAYMENT TERMS:

Payment will be made on receipt of the materials by the Project Office and on receipt of confirmation of receipt of materials by the Corporate Office from the unit office (s) “with proper invoices” and quality acceptance certificate. 100% payment will be made within 30 days from the date of receipt of the material in good condition with original invoice.

7. REVISION OF TENDERED RATE:

The tendered rate will be in acceptance for the period of contract 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.

8. INVOICES:

- a. Four copies of Invoice, Packing List/Delivery Challan along with Railway Receipt/Lorry Receipt/Parcel Way Bill or similar other documents should be sent to the consignee. The documents as above should be sent within three days of despatch of the consignment to avoid payment of demurrages/wharfage.

- b. Details of RR/Lorry Receipt/Parcel Way Bill, consignment details, such as No. of packages, weights and values shall be sent to the consignee in advance through e-mail or post.
- c. Four copies of invoices of which one shall be original duly pre-receipted along with packing list/delivery challan shall be sent to the Project. In case, the despatch documents are to be sent through Bank, advance copy of the invoice shall be sent to the Project within three days of the despatch of the consignment.
- d. One copy of the invoice along with a copy of Packing List/Delivery Challan shall be sent to the Managing Director, Tamil Nadu Salt Corporation Limited (TNSC) 735, Anna Salai, Chennai-600 002.
- e. If any extra charges including wharf age or demurrage are incurred in taking delivery of the consignment due to supplier's failure to observe the conditions mentioned above, the same would 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 at the project 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 above chemical supplied by them whether manufactured by them or their sub-contractor or purchased from any other source and supplied to the Corporation shall be fresh goods and free from all contamination and strictly as per the specification.
- b. The supplier shall enclose a test certificate from a competent laboratory for each and every consignment delivered. In case, if there is any quality discrepancies arise, the TNSC will test the quality of the chemicals supplied with the reputed testing laboratory at suppliers cost.
- c. The supplier shall warranty to replace free of cost at the factory site the chemicals supplied proved to have become unusable, due to any of the defects within a period of 12 months from the date of use of the chemicals or 18 months from the date of despatch of chemicals whichever is earlier. In the event of the supplier's not complying with the above within a reasonable time, the Corporation will have the option to replace the chemicals after giving 3 weeks notice to the supplier and recover the cost from the supplier.

11. SECURITY DEPOSIT (SD):

- a. The amount of SD shall be 2% of the value of the purchase terms and shall be deposited by the successful tenderers on demand. And SSI Unit is exempted from remittance of SD against production of Xerox copy of valid SSI Certificate. The Corporation also reserves the right to adjust the SD towards any amount due to it including any claims by way of damages.
- b. Failure to furnish the SD in accordance with the conditions of the tender within 30 days of the award of contract will be considered to be of contract, which would give the Corporation the right to terminate the contract and forfeit the EMD amount in addition to the right of enforcing risk purchase at the cost of suppliers/tenderers.
- c. The SD may be made by Bank Draft in favour of the Corporation. The Earnest Money Deposit in the form of Cash/Bank Draft will be adjusted towards portion of SD.
- d. In the event of any upward revision in the value of the contract arising on account of increase in the materials to be supplied, the successful tenderer should on receiving intimation from the Corporation increase the SD by such sum as specified by the Corporation on the total revised of the contract.
- e. The Corporation reserves the right to adjust the Security Deposit towards any amount due to it including any claims by way of damages.
- f. The SD should be liable to be forfeited wholly or partially at the sole discretion of the Corporation, should the successful tenderer either fail to deliver supplies as per delivery schedule or to fulfill his contractual obligations or to settle in full his dues to the Corporation. This will be in the addition to the Corporation's right to make risk purchase from the open market by tender or by any other mode of purchase at the risk and the cost of the supplier and the excess cost if any incurred by TNSC would be deducted from the suppliers bill.
- g. The Corporation is empowered to deduct from the SD of from any other outstanding amount any sum that may be fixed by the Corporation as being the amount of loss or losses or damages suffered by it due to delay in performance or non-performance of any of the conditions of the tender contract.

- h. The Corporation shall have a lien over all or any money that may become due and payable to the suppliers under this contract or any other contract or transaction of any other nature either all alone or jointly with other supplier and unless the supplier pays and clear the claim of the Corporation immediately on demand, the Corporation shall be entitled at all times to deduct the said sum or debit due by the supplier from any money/SD which may have become payable to the supplier under this contract or any other contract or transaction whatsoever between the supplier and the Corporation without prejudice and the amount of any such claim by other remedies legally available.

12. 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.

13. CORPORATION NOT BOUND BY PERSONNAL 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.

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 falls 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 otherwise 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 introduced 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. 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 supplied 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.

18. 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 be conclusive of the supplier having been duly informed.

19. 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.

20. GST:

We are registered under the GST Act and our Registration Number is 33AAACT2482L1Z9.

21. JURISDICTION:

Subject to Clause – 22 above, it is hereby agreed that Courts in Chennai City alone shall have jurisdiction on any of the matters arising out of this contract.

22. LAWS GOVERNING THE CONTRACT:

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

23. SALES CONDITIONS:

With the acceptance of this tender all its terms and conditions the tenderer waive all and any of their general sales conditions.

24. QUANTITY:

Approximate requirement is 5 tonnes per annum.

**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
UNDERTAKING IN LIEU OF EMD

(To be furnished in non-judicial stamp paper of value not less than Rs.80/-)

THIS DEED OF UNDERTAKING EXECUTED AT -----
ON THIS THE ----- DAY OF ----- TWO
THOUSAND EIGHT BY M/S. ----- hereafter called
“Tenderer” (which expression shall where the context so admits mean and include their
Agents, Representatives, Successors-in-office and Assigns).

TO AND IN FAVOUR OF ----- THE
TAMIL NADU SALT CORPORATION LIMITED, a Government of Tamil Nadu
Undertaking registered under companies Act, 1956 having its Corporate Office at IV
Floor, LLA Building, 735, Anna Salai, Chennai 600 002 (which expression shall where
the context so admits mean and include their Agents, Representatives, Successors-in-
office and Assigns)

WHEREAS THE tenderer is required to pay Earnest Money Deposit of Rs.-----
----- for participation in the tender for supply of -----
----- in terms of specification No.-----.

AND WHEREAS the tenderer is exempted by the TNSC from payment of EMD
in the form of cash, subject to the tenderer executing an undertaking to the value of
Rs. (Rupees) representing the amount equivalent to
the amount of EMD specified to be paid to TNSC in the event of non-fulfillment of
breach of any of the conditions of the tender by the tenderer as mentioned hereunder.

AND WHEREAS is consideration of the acceptance by TNSC of the above
proposal. The tenderer has agreed to pay to TNSC the said amount of Rs.-----
in the event of:-

- (i) Withdrawing his tender before the expiry of the validity period, OR
- (ii) Withdrawing his tender after acceptance, OR
- (ii) Violating any of the conditions of the tender issued by the competent
authority:

NOW THIS UNDERTAKING WITNESSES that in pursuance of the said
agreement the tenderer hereby both covenant with TNSC that in consideration of the
“TNSC” waiving the condition of payment of EMD in cash in terms of the said
specification, the tenderer has agreed to pay to TNSC Rs.
only) in the event of:

- (i) Withdrawing his tender before the expiry of the validity period.
- (ii) Withdrawing his tender after acceptance.
- (iii) Violating any of the conditions of the tender issued by the competent authority:

The tenderer (SSI Unit) also undertakes to pay an amount equivalent to EMD or an amount equivalent to the actual loss incurred, whichever is less, in the event of non-fulfillment or non observance of any of the conditions stipulated in the contract, consequent on such breach of contract.

NOW THE CONDITION OF THE above written undertaking is such that if the tenderer shall duly and faithfully observe and perform the conditions specified as above, then the above written undertaking shall be void, otherwise it shall remain in full force.

The tenderer undertakes not to revoke this guarantee till the contract is completed under the terms of contract.

The expression, 'tenderer' and the 'TNSC' hereinafter before used shall include their respect successors and assign in office.

IN WITNESS WHERE OF THIRU -----
acting for and on behalf of the tenderer has signed this deed on the day, month and year herein before first mentioned.

Signature :

Name in block letters :

Seal of the Company :

In the present of witnesses:

1. Signature
Name & Address

2. Signature
Name & Address

SECTION XIII
PART: B PRICE BID

Tender No.4/FS/2024
(To be submitted in a sealed cover)

Name and address of the:
Tenderer

Name of the work : Supply of Food Grade Silica powder in 25 Kg bags to Mariyur Valinokkam Salt Complex, Valinokkam, Ramnad District on FOR basis for the period from April 2024 to March 2025.

E.M.D. : **Rs.5,000/- EMD remittance reference :**

Contract period : **01.04.2024 to 31.03.2025**

Sl. No.	Approx. Quantity	Name of the work	Unit	Rate Quoted in	
				Figures Rs.	Words (Rupees)
1.	5 tonnes	Supply of Food Grade Silica powder in 25 Kg bags to Mariyur Valinokkam Salt Complex, Valinokkam, Ramnad District on FOR basis for the period from April 2024 to March 2025	1 Tonne		
		GST @			
		Total			

The validity of the above rate is for one year from April 2024 to March 2025

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 :